

2006

SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
January	February	March	April
1 ② 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	2 3 4 5 6 7 8 9 10 11 12 13 ④ 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
May	June	July	August
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	2 3 ④ 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
September	October	November	December
3 ④ 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 2 3 4 5 6 7 8 ⑤ 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 ⑥ 26 27 28 29 30 31

2007

SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
January	February	March	April
① 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 ② 19 20 21 22 23 24 25 26 27 28	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 ⑥ 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
May	June	July	August
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 ③ 28 29 30 31	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 2 3 ④ 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
September	October	November	December
2 ③ 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	7 ⑤ 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 ② 23 24 25 26 27 28 29 30	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 ④ 25 26 27 28 29 30 31

2008

SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
January	February	March	April
① 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 ③ 19 20 21 22 23 24 25 26 27 28 29	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 ④ 22 23 24 25 26 27 28 29 30 31	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
May	June	July	August
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
September	October	November	December
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

HOLIDAY SCHEDULES FOR SHIFT WORKERS (Single Days)

<u>Observed Holiday for Day Workers Is:</u>	<u>Mon.</u>	<u>Tues.</u>	<u>Wed.</u>	<u>Thurs.</u>	<u>Fri.</u>
Scheduled Days Off For Shift Workers	The Observed Holiday for Shift Workers Is:				
Sunday & Monday	Tues.	N/C	N/C	N/C	N/C
Monday & Tuesday	Sun.	Wed.	N/C	N/C	N/C
Tuesday & Wednesday	N/C	Mon.	Thurs.	N/C	N/C
Wednesday & Thursday	N/C	N/C	Tues.	Fri.	N/C
Thursday & Friday	N/C	N/C	N/C	Wed.	Sat.
Friday & Saturday	N/C	N/C	N/C	N/C	Thurs.

HOLIDAY SCHEDULES FOR SHIFT WORKERS (2 Consecutive Days)

<u>Observed Holiday for Day Worker Is:</u>	<u>Mon.</u>	<u>Tues.</u>	<u>Wed.</u>	<u>Thurs.</u>	<u>Fri.</u>
	Tues.	Wed.	Thurs.	Fri.	Mon.

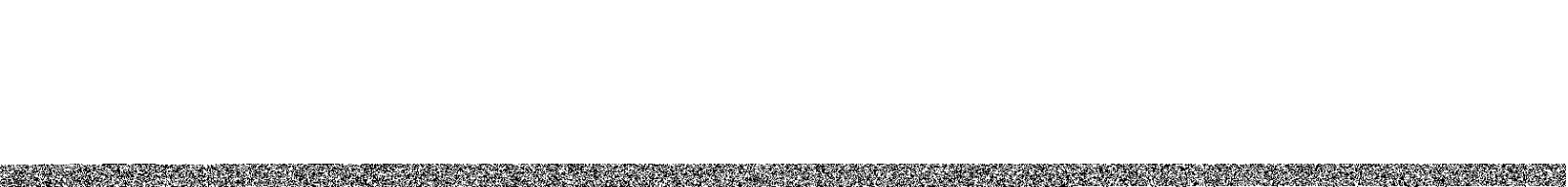
Scheduled Days Off For Shift Workers	The Observed Holidays for Shift Workers are:				
Sunday & Monday	Tues.	Wed.	N/C	N/C	N/C
Monday & Tuesday	Sun.	Wed.	Wed.	N/C	N/C
Tuesday & Wednesday	Sun.	Mon.	Thurs.	Fri.	N/C
Wednesday & Thursday	N/C	Mon.	Tues.	Fri.	N/C
Thursday & Friday	N/C	N/C	Tues.	Wed.	Sat.
Friday & Saturday	N/C	N/C	N/C	Wed.	Thurs.

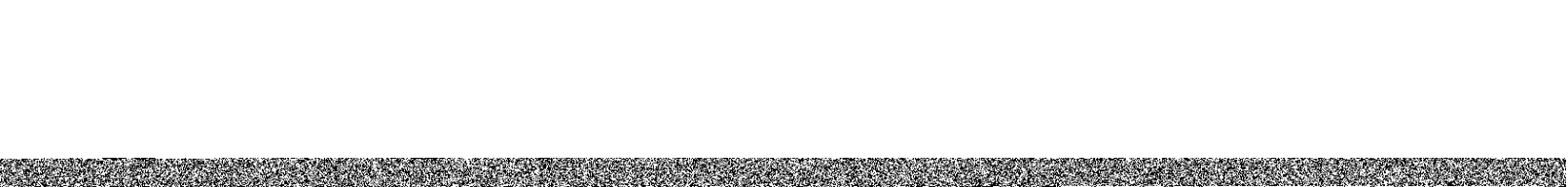
Days on which recognized holidays are celebrated are indicated by o on the calendar shown on the previous pages.

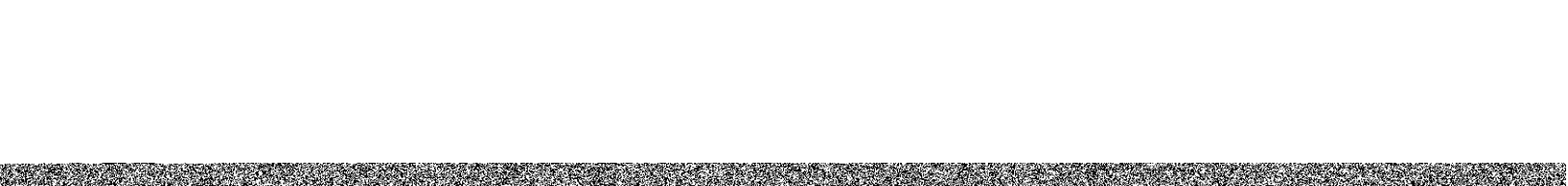
Employees hired on or before October 1st in a calendar year are entitled to two Floating Holidays which are to be taken during each calendar year.

TOPICAL INDEX

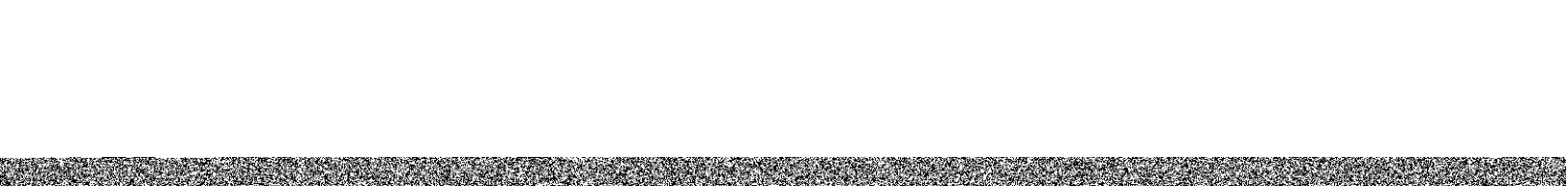
SUBJECT	T&O	TOC	PT	EXHIBITS		DIGEST ITEM		
				NUMBER	PAGE	YEAR	ITEM	PAGE
<u>ABSENCE, LEAVES OF</u>								
Death in Family	33	78	108			1971	M55	365
Educational/Political						1967	9	360
Family Care				M*106	278	1989	M17	390
				M+107	284			
				M108	291			
Funeral of Friend				+40	204			
				M*40	205			
Health Benefit Plan						1975	16	368
Jury Duty	34	78	108	M9	157	1963	M14	357
						1981	M+24	376
Leave Without Pay	34	79	108			1989	M17	390
						1975	16	368
						1983	18	379
Personal Business	34	78	108					
Reserves/National Guard	33	78	108	47	207	1971	M60	365
						1989	M7B	390
Union Activity	33	77	109	111	303			
<u>ACCIDENTS</u>								
Compensable	32	77	107					
Investigation	23	70	101			1973	M26	367
On Overtime	28					1977	M21	371
<u>ACCOUNTING REORGANIZATION</u>				M*76	243			
Accounting Technician 1/C						1985	*46B	384
Bookkeeping Course						1989	16B	390
Examinations		67						
<u>ALCOHOLISM</u>								
Joint Committee				M27	191			
<u>ARBITRATION</u>	41	86	113					
Selection of Arbitrator						1983	M32	380

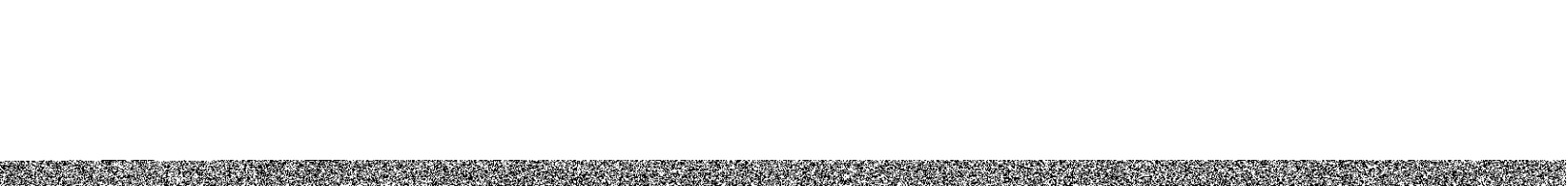


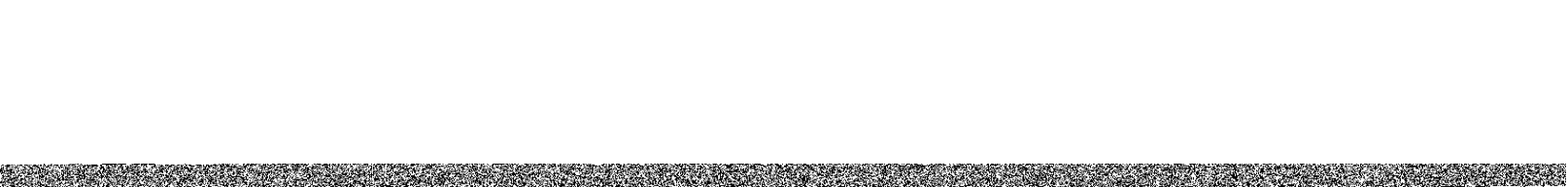


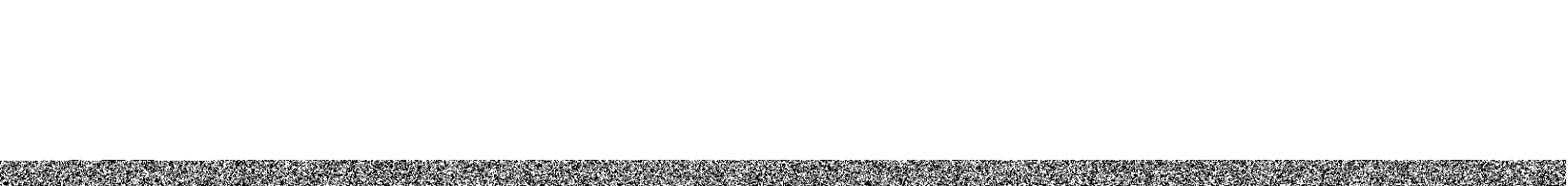


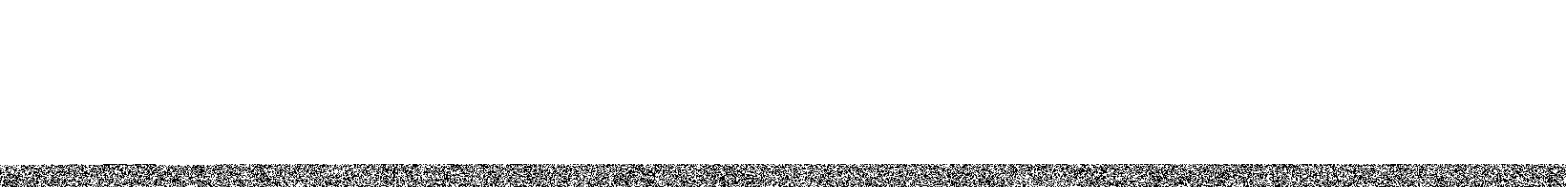




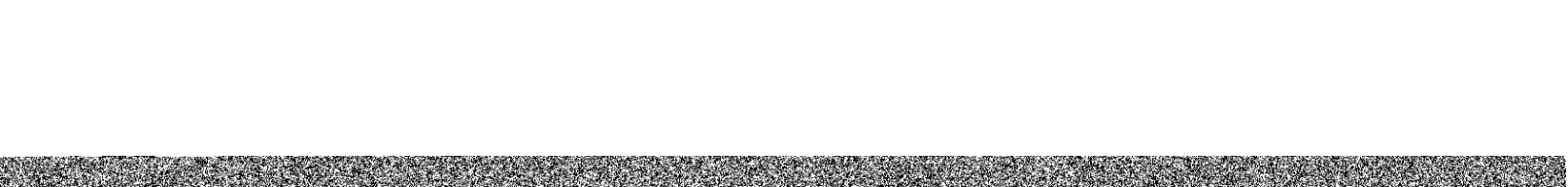




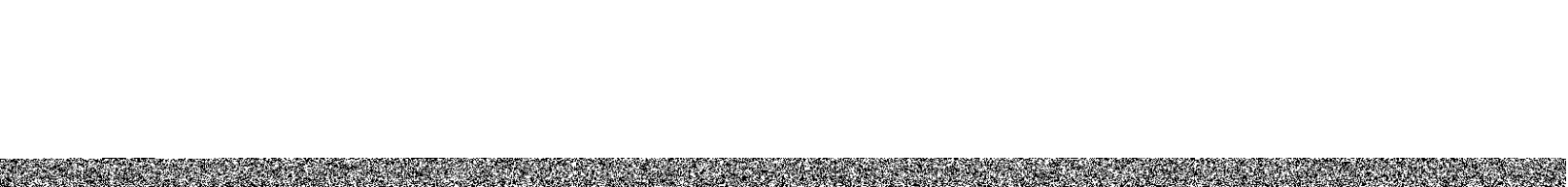




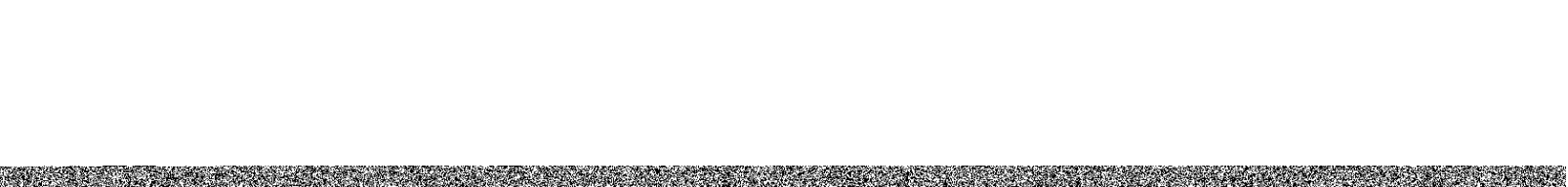




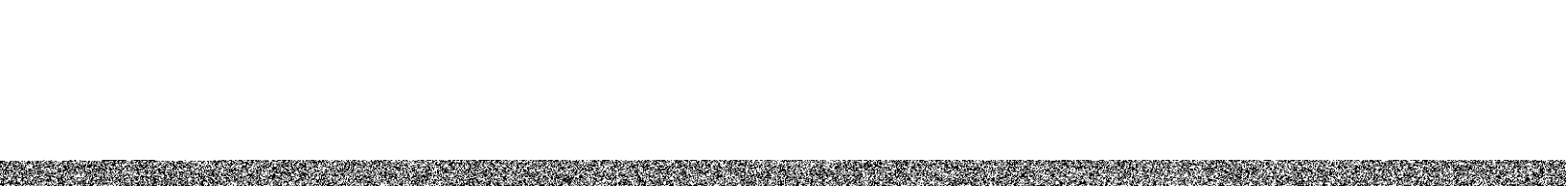




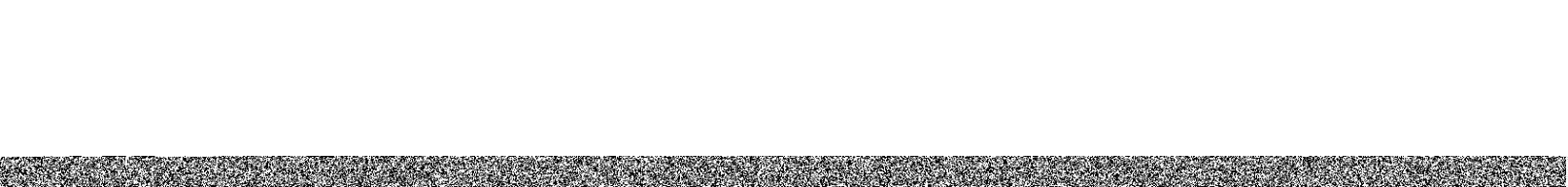


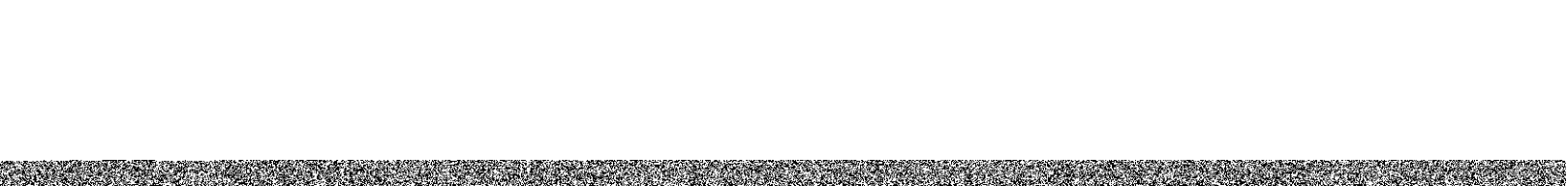


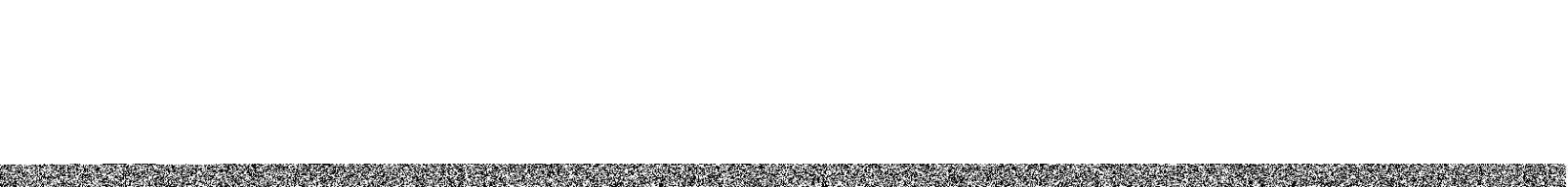






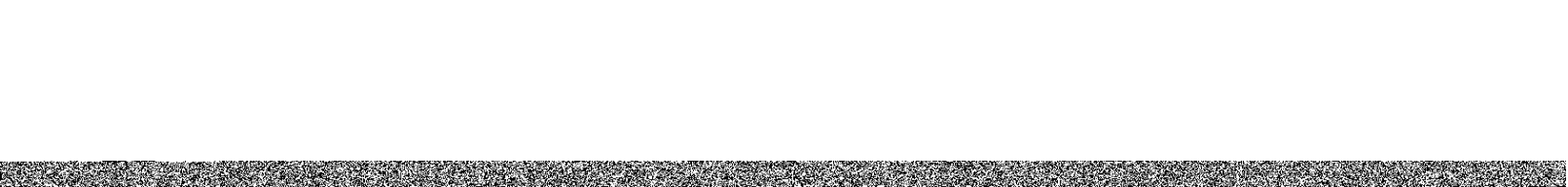










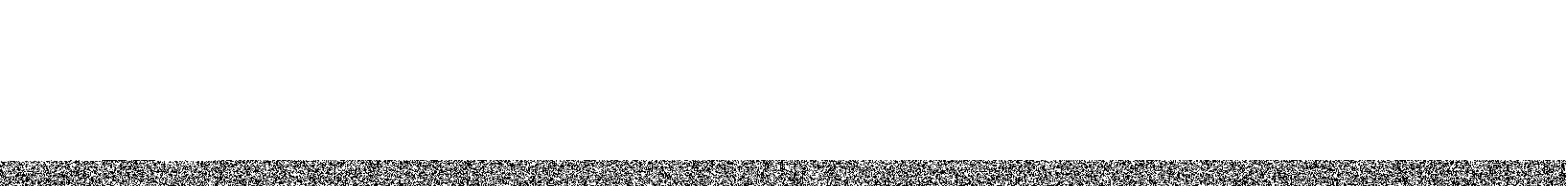


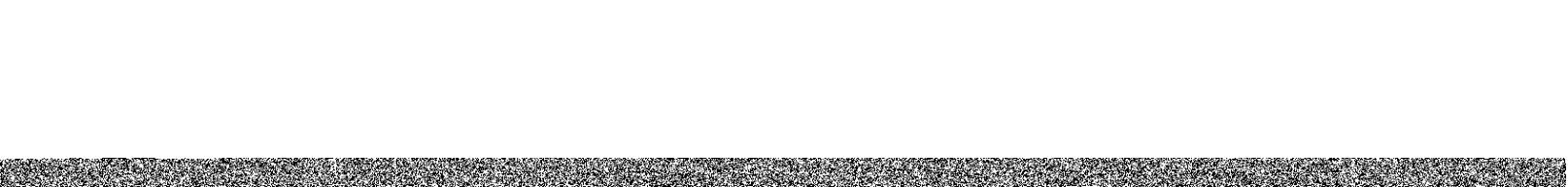




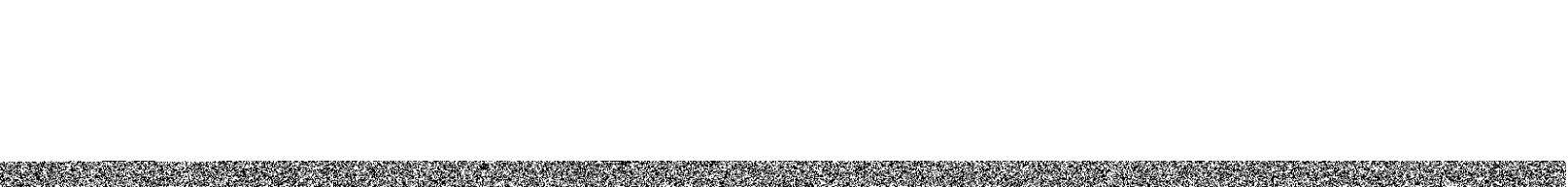


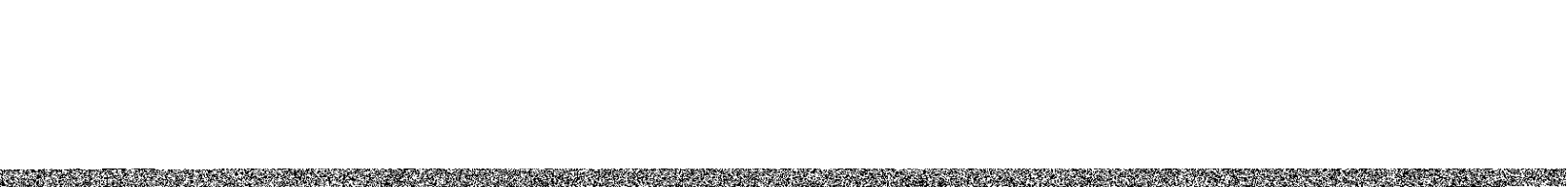












2003 - 2008

**TRANSMISSION AND DISTRIBUTION (T&D)
AGREEMENT BETWEEN**

**CENTRAL HUDSON GAS & ELECTRIC
CORPORATION**

(hereinafter called the Company)

and

**LOCAL UNION 320 OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS A.F. OF L.-C.I.O.**

(hereinafter called the Union)

This agreement is made for the purpose of establishing stabilized conditions of employment, including rates of pay, and working conditions, facilitating the peaceful adjustment of differences that may arise between the parties hereto from time to time, and of promoting harmony and efficiency, to the end that the Company and the Union and the general public may mutually benefit.

In the event the Company should change its name or its ownership, or should sell, lease or transfer its business, or any substantial part thereof, this Agreement shall be binding on its successors and assigns. An absolute precondition to the sale, lease, or transfer of any of the business, or any substantial part thereof, is that any purchaser, transferee, or lessee thereof shall agree to, and become party to, and bound by all the terms, conditions, and obligations of this Agreement including, but not limited to, immediately providing the same wages, benefit plans, level of benefits and all terms and conditions of employment to which such employees were entitled as employees of Central Hudson Gas & Electric Corporation. Upon satisfaction of the preconditions in the previous sentence, the Company shall be released from any and all future obligations and liabilities under this Agreement, and shall be obligated only for an event which occurred prior to the date of any such sale, lease or transfer ("Pre-closing Event"); however, the Company's liability for any Pre-closing Event shall expire thirty-six months after the date of such sale, lease or transfer, or on the expiration of the term of this Agreement, whichever is later ("Open Period"). Notwithstanding the immediately preceding sentence, any claim by an employee that relates to a Pre-closing Event which has been brought to the attention of the Company during the Open Period shall be allowed

to be brought forward in the applicable forum to a final determination and remedy, if applicable, subject, however, to applicable limitations in this Agreement and in law. The Company shall provide for a provision in any acquisition agreement that will obligate the prospective buyer(s) to assume this Agreement in its entirety as provided for in this paragraph. The Company shall provide notice of the terms of this Agreement to any prospective successor entity(s). Such notice shall be in writing with a copy to the Union.

ARTICLE I

REPRESENTATION AND RECOGNITION

A. The Union, having been certified by the National Labor Relations Board as the bargaining agent for all employees engaged in the transmission and distribution of gas and electricity, and Commercial Representatives, as more specifically set forth in said certifications, is hereby recognized by the Company as the exclusive bargaining agency for all employees in said bargaining unit in all matters respecting rates of pay, wages, hours of work and other conditions of employment; said Bargaining Unit is herein called the "Transmission and Distribution Bargaining Unit" or the "T&D" Bargaining Unit. The Company and Local 320 of the I.B.E.W. have also entered into a collective bargaining agreement dated May 1, 2003, covering full-time bargaining unit employees known as the "Technical, Office and Clerical Bargaining Unit", or the "TOC" Bargaining Unit. The Company and Local 320 of the I.B.E.W. have also entered into a collective bargaining agreement dated May 1, 2003 covering part-time bargaining unit members known as the "Part-Time Bargaining Unit" or the "PT" Bargaining Unit.

B. A list of the T&D Bargaining Unit job classifications presently covered hereby and the pay rates applicable thereto are attached hereto and made a part hereof.

C. The Union shall certify to the Company a list of all those employees in the T&D Bargaining Unit who are members in good standing in the Union as of May 1, 2003, and from time to time thereafter, shall certify the names of any such employees who thereafter become members. If the Union presents to the Company an authorization signed by each such employee, the Company will deduct from the wages due the amount of Union dues as certified by the Union and will promptly remit the amount so deducted to the Financial Secretary of the Union.

Such deduction shall, where possible, be made on a weekly basis.

In the event of a dispute as to whether an employee is a member in good standing of the Union, such dispute, so far as it affects the Company's obligation to deduct for Union dues shall be subject to arbitration as herein provided.

The Company, in making the deduction hereunder, acts only as agent for the Union, and shall not be responsible for errors, negligence, or failure to make deductions if it has acted in good faith.

ARTICLE II

UNION-COMPANY RELATIONSHIP

A. The management of the Company and the direction of the working forces, including the right to hire, suspend, discharge for proper cause, promote, demote, transfer, relieve employees from duty because of lack of work, or for other proper and legitimate reasons, and to determine the number and qualifications of employees required to perform the work, are recognized to be in the Company, except as otherwise provided for in this agreement. The Company will give the Union a week's notice before discharging an employee except in cases where such notice is impracticable.

B. The Company agrees that during the period of this agreement there shall be no lockout of members of the Union or the equivalent and the Union agrees that there shall be no strike or the equivalent, it being the desire of both parties hereto to provide an uninterrupted and continuous service to the public.

C. There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee because of the employee's membership in the Union, or because of any lawful activities on behalf of the Union; and the Union, its members and its agents, shall not unlawfully coerce employees into membership in the Union. No Union activities, which shall interfere with the performance of work, shall be carried on during working time without the consent of the Company.

D. All employees within the T&D Bargaining Unit who, on the date of the signing hereof, are members of the Union in good standing in accordance with the Constitution and Bylaws of the Union, or hereafter become members of the Union, shall as a condition of employment, remain members of the Union in good

standing during the period of the agreement. The Union shall be the sole judge of whether or not its members are in good standing. All persons hereafter hired for job classifications within the T&D Bargaining Unit or transferred to job classifications within the T&D Bargaining Unit, shall, as a condition of employment, be required to affiliate with the Union no later than the thirty-first (31st) day after the date of their employment or transfer or no later than the thirty-first (31st) day after the effective date of this section, whichever date is later, and shall maintain membership in the Union during the period of this agreement. In the event that a new employee refuses to join the Union, as required by this section, the Company, upon five days' written notice from the Union, shall discharge such employee or transfer such employee to a job classification not within the T&D Bargaining Unit, and thereafter such employee shall not be eligible for a job classification within the T&D Bargaining Unit without the consent of the Union. If an employee who is a member of the Union fails to maintain such membership, as required by this section, the Company shall, upon thirty days' written notice from the Union, discharge such employee or transfer such employee to a job classification not within the T&D Bargaining Unit, the TOC Bargaining Unit or the Part Time Bargaining Unit, and thereafter such employee shall be eligible for a job classification within the T&D Bargaining Unit only if the employee reinstates the employee's membership in the Union.

E. Neither the Company nor the Union, through their officers, members, representatives, agents or committees, shall engage in any subterfuge of any kind for the purpose of defeating or evading the terms of this agreement.

F. The posting of Union notices on Company bulletin boards shall be permitted, and definite space shall be allotted for this purpose.

G. It is the Union's responsibility to require its members in the T&D Bargaining Unit to be available to meet the emergency operating needs of the Company. (See 1962+16)

H. The Company and the Union agree that the operation or application of various provisions of this agreement shall be subject to all applicable laws prohibiting discrimination against any individual with respect to the status of employment including compensation, terms, conditions, or privileges of employment. Whenever the masculine gender is referred to herein, it shall be construed to include the female gender wherever appropriate.

ARTICLE III

HOURS OF WORK, OVERTIME AND HOLIDAYS

A. 1. The payroll week shall begin at 12:01 a.m. Sunday and end at 12:00 midnight on the following Saturday.

2. The basic workweek shall consist of five consecutive eight-hour days, Monday through Friday for nonshift employees.

3. There shall be two regularly scheduled consecutive days off. Neither of these two days shall be considered as part of the basic workweek.

4. Overtime shall be paid at the rate of time and one-half for all hours worked outside the regularly scheduled basic workday with the exception of overtime worked after 16 consecutive hours worked (See Sections N and R) and on certain regularly scheduled days off (See Section H) or on a holiday (See Sections F and G).

B. Employees shall consist of shift, nonshift, and special schedule employees.

C. A shift employee is defined as one who works on a job which is operated 24-hours per day, seven days per week, including work on Sundays and holidays. Shift employees shall work on eight-hour shifts 12 midnight to 8 a.m., 8 a.m. to 4 p.m., and 4 p.m. to 12 midnight, and shall eat their meals on the job. Commercial Representatives-Special, Commercial Representative 2/C (with more than 18 months' experience as a Commercial Representative 2/C and in progression to a Commercial Representative-Special), and Serviceworker shall be considered shift employees but their hours of work need not conform to the foregoing schedule. Schedules shall be posted and so arranged that the work periods and days off shall be rotated provided there are sufficient employees to do so. Where employees normally working on shift jobs are scheduled for nonshift work they shall, while so scheduled, conform to the hours and conditions of work of nonshift employees. (See +Exhibit 8 and 1981+29).

Special schedule employees shall be Hydro Station Operators, Substation Operators and Roving Mechanic-Operators Chief, First and Second Class when relieving Hydro Station Operators or when operating Gas Production Plants.* Such employees may be placed on a special schedule of 40 hours per week and 8 hours per day and their scheduled hours in each day must be consecutive except that the scheduled hours of special

schedule employees assigned to work at hydro facilities at Sturgeon Pool and Dashville need not be consecutive. (See 1967 + 30)

*The Memorandum of Understanding - Propane Air Mixing Facilities dated November 14, 1973, shall be applicable to the operation of propane air mixing facilities. (See +Exhibit 30)

D. All other employees are defined as nonshift employees. Their regular eight working hours shall be fixed between 7:30 a.m. and 5:00 p.m. (See 1963+16, 1969-5 and 1971-32)

E. Regularly scheduled meal periods for nonshift employees shall be fixed between 12 noon and 1 p.m., except in emergencies. However, the meal periods for Stock Handlers, Field Clerk/Storekeepers, and Dispatchers may be fixed between 11:30 a.m. and 1:30 p.m. When, because of an emergency, an employee having a scheduled meal period is required to work through such period and is not assigned an equal meal period within one-half hour before 12 or one-half hour after 1 p.m. (or 11:30 a.m. and 1:30 p.m., respectively for Stock Handlers, Field Clerk/Storekeepers, and Dispatchers), the employee shall be paid overtime for the period worked in the employee's regular mealtime and the employee shall be assigned a meal period as soon as possible after the starting time of the employee's regular meal period.

F. All employees shall, during the contract year, be entitled to the following holidays off with pay:

Independence Day
Labor Day
Columbus Day
Thanksgiving Day
The Day after Thanksgiving
The Day before Christmas
Christmas Day
New Year's Day
Good Friday
Memorial Day
and President's Day

All holidays falling on a Sunday shall be observed on the following Monday and all holidays falling on a Saturday shall be observed on the preceding Friday; except if Christmas Day falls on a Sunday or Monday, the day before Christmas holiday shall be observed on the preceding Friday; and except if Christmas Day shall fall on Saturday, the day before Christmas holiday shall be observed on the preceding Thursday.

If any such observed holiday falls on a shift or special schedule worker's first regularly scheduled day off, the day previous to the employee's first day off shall be treated as the holiday; and if it falls on the employee's second regularly scheduled day off, the day following will be treated as the holiday except that if any observed holiday falls on a regularly scheduled day off, such holiday or holidays shall be observed pursuant to the Chart(s) set forth either as an attachment hereto or immediately preceding any index to this Agreement.

Two floating holidays will be granted to be taken during each calendar year. These holidays will be granted if the employee was employed on or before October 1 of such calendar year and notification is given to the employee's supervisor not less than five working days in advance of such holiday, provided, however, any such holiday cannot be taken on a workday which either coincides with, precedes or follows a holiday referred to in this Article III F and further provided such two floating holidays cannot be taken consecutively.

G. Employees regularly scheduled to work on the above holidays and who do work will receive one and one-half times pay for all hours worked and shall receive, in addition, pay for the holiday.

Employees not regularly scheduled to work and who do not work on the above holidays shall receive pay for the holiday at straight time.

Employees called out in an emergency will receive overtime pay at the applicable rate for all time worked in addition to the holiday pay, but the minimum time paid for such holiday work shall be three hours at the applicable overtime rate.

H. Employees with Sunday as a regularly scheduled day off in any calendar week shall be paid double time for work on that Sunday, and at time and one-half for work on the other regularly scheduled day off in that calendar week. Employees regularly scheduled to work on Sunday in any calendar week shall receive time and one-half for work on the first regularly scheduled day off and double time for work on the second regularly scheduled day off in that calendar week.

Shift or special schedule employees scheduled for work on Saturday or Sunday between the hours of 8 a.m. and 4 p.m. will be paid an hourly premium of \$1.20 effective May 1, 2003, effective May 1, 2004, such hourly premium will be increased to \$1.25, effective May 1, 2005, such hourly premium will be increased to \$1.30, effective May 1, 2006, such hourly premium will

be increased to \$1.40, and effective May 1, 2007, such hourly premium will be increased to \$1.50; provided, however, such premium shall not be paid for any work performed for which overtime is paid.

I. Overtime shall be distributed equitably among qualified employees in each job classification if they are available. (See +Exhibit 17)

J. Employees who have worked overtime shall not be given time off without pay on a regularly scheduled workday to equalize that overtime.

K. Shift and special schedule employees, the majority of whose regular scheduled basic workday hours in any workday occur within the period from 4:00 p.m. to 8:00 a.m., shall be paid a night differential of \$1.20 per hour effective May 1, 2003, and effective May 1, 2004, \$1.25 per hour and effective May 1, 2005, \$1.30 per hour, effective May 1, 2006, \$1.40 per hour, and effective May 1, 2007, \$1.50 per hour for the total basic hours worked. However, when the basic hours worked in any workday are less than the majority of total hours worked then the night differential shall be paid only for those basic hours worked within the period from 4:00 p.m. to 8:00 a.m. The night differential shall not be paid for any work performed for which overtime is paid. (See 1969-7)

L. Shift schedules, including schedules for special schedule employees, shall be posted four weeks in advance. Shift schedules may be changed as required. However, if a shift or special schedule employee's posted schedule is changed so that the employee is required to begin work on the revised schedule with less than forty-eight hours' notice, in the case of shift workers or, in the case of special scheduled workers, either twenty-four hours' notice if the reason making the notice necessary is within the Company's control or twelve hours' notice if the reason making the notice necessary is outside the Company's control, in advance of the new starting time, the employee shall be paid one and one-half times the applicable rate for the first shift of the revised schedule. However, where a shift worker's shift is changed to start on an employee's third consecutive day off and a notice of change is given less than 72 hours in advance, the employee shall be paid one and one-half times the applicable rate for the first shift of the revised schedule. Premium payment for a change of schedule without sufficient notice will not be paid to an employee who is absent from work on the scheduled day for which such premium would have been payable.

If a shift employee is required to work two consecutive shifts for which the employee would normally be paid straight time, the employee shall receive an additional four hours' pay at straight time.

Shift employees may exchange workdays or hours within a scheduled workweek provided forty-eight hours' written notice is given to their supervisor and provided that such exchange will not result in premium payment.

M. (Reserved)

N. An employee required to work 16 or more consecutive hours, shall be allowed a rest period of 8 hours after the termination of said work. If the rest period runs into the beginning of the regularly scheduled basic workday within the basic workweek, such employee shall not lose pay by reason thereof. If the employee does continue working after 16 or more consecutive hours and the period of work extends into the beginning of the regularly scheduled basic workday, the employee shall receive pay at time plus double time instead of straight time for the time worked during the employee's basic work period which the employee would otherwise have been entitled to take off.

If an employee who has worked 16 or more hours consecutively and thus became entitled to sleep time is asked to report for work again before the commencement of the employee's next basic workday, the hours actually worked prior to the commencement of the employee's next basic workday shall be added to the hours of sleep time to which the employee is entitled. (See +Exhibit 10)

An employee who works overtime between the seventh and the fourth hours preceding the commencement of the employee's next regularly scheduled basic work period, if such overtime is not part of a period of 16 or more consecutive hours of work, shall be entitled to time off at the beginning of the employee's next regularly scheduled basic work period without loss of pay, equivalent to the number of overtime hours actually worked during the 7 hours immediately preceding the commencement of such basic work period. An employee who becomes entitled to time off under the provisions of the immediately preceding sentence may work the balance of the remaining hours of the employee's basic work period at the beginning of the next scheduled basic work period. However, the Company may request the employee to waive the time off to which the employee is entitled under this paragraph and to continue working. If the employee does continue working pursuant to such request, the employee shall receive pay at double time instead of

straight time for the time worked during the employee's basic work period which the employee would otherwise have been entitled to take off.

O. 1. An employee who is called out to work shall be paid for a minimum of three hours' time at the applicable rate except that if such call-out occurs ninety minutes or less prior to the beginning of the employee's basic workday or scheduled work period, the employee shall be paid for a minimum of two hours' time at the applicable rate. (See 1971-3 and 1971+15)

2. An employee who is scheduled to report to work outside of the employee's regularly scheduled basic workday or basic workweek shall be paid for a minimum of three hours' time at the applicable rate with the exception that if such work is immediately before or after the basic workday within the basic workweek, such employee shall be paid at the applicable rate only for the actual time worked. If the Company decides it does not want the employee to work as scheduled, no payment shall be made if the notice of such decision not to work is given before the employee leaves work on the basic workday within the basic workweek immediately preceding the day on which the job was to have been done.

P. No employee shall be requested or required at any time to be on call or to stand by except when such employee is paid at the prevailing overtime rate.

Q. Employees who, at the request of the Company, are sent outside of the territory of the Company to work on the property of another utility shall receive their regular rate of pay from the Company or the rate paid by the utility on whose property they are working in the nearest comparable classification, whichever of these two rates is the higher. However, if such utility has a pay practice that would pay their employees double time for all hours worked while assigned to any mutual aid on Central Hudson's property, then Central Hudson will adopt a similar pay practice for such assignment to mutual aid on the property of such utility. The double time pay provisions shall be administered as follows:

a. An employee will be paid double time from the time Central Hudson begins billing the requesting company for the employee's services.

b. The double time will cease when Central Hudson stops billing the requesting company for the employee's services.

c. All other pay provisions except for pay on a recognized holiday shall be suspended during the time such employee is being paid double time in accordance with this section Q. The maximum pay rate on a recognized holiday shall be double time plus straight time regardless of the other company's holiday pay provisions.

d. If a company does not have a pay practice that would pay their employees double time for all hours while assigned to mutual aid on Central Hudson's property and offers to pay Central Hudson employees at the double time rate while assigned to their property through notification to the Central Hudson Human Resources department, Central Hudson will agree to accept such offer on behalf of the employees.

With respect to holidays or overtime rate on a holiday, the employee shall receive provisions of this Agreement or those of the other utility whichever provides the higher rate of pay to the employee except if an employee is covered under paragraph c above.

All other provisions and conditions, except as to rate, contained in this Agreement shall apply to such work except if an employee is covered under paragraph c above.

R. Double time shall be paid for time worked in excess of 16 consecutive hours, except as may otherwise be provided in Article III-N hereof. (See 1973-67)

ARTICLE IV

SENIORITY IN PROMOTION, TRANSFER, LAYOFF AND REEMPLOYMENT

A. Length of continuous employment in the Company in job classifications included in Local 320 of the International Brotherhood of Electrical Workers A.F. of L.-C.I.O. shall be known as "seniority" except as provided in Sections C and H of this Article; provided that if the period of continuous employment of any employee extends to a date prior to the establishment of this bargaining unit, such continuous prior employment in any capacity shall be included in that employee's seniority.*

*See memorandum dated January 13, 1967 regarding former Ellenville Electric Company employees and memorandum dated August 16, 1990 regarding Saugerties Gas Company. (See +Exhibit 2)

B. 1. Service shall be the length of continuous employment with the Company.

2. On all promotions, seniority shall be applied as provided in this Article.

C. The provisions of this Article IV shall apply to regular employees. It shall not apply to temporary employees. Regular employees are engaged without time limitations. Temporary employees may be engaged for work only if it will not result in the layoff of regular employees, and if it is anticipated that the work will not continue for more than six months. If continued beyond six months, temporary employees shall become regular employees with seniority and service starting from the date of employment.

The provisions of this Article IV shall apply to the classifications of Customer Service Representative-Part-Time and to all job classifications included under the "Part-Time Agreement" by and between the Company and Local 320 of the International Brotherhood of Electrical Workers A.F. of L.-C.I.O. except as follows: Seniority for all employees in such "part-time" classifications shall commence only when such employees are assigned to a classification covered by this Agreement or assigned to a classification covered by the TOC Agreement, and such seniority shall accrue only during the period when such employees are assigned to any classification covered by this Agreement or the TOC Full-time Agreement. Seniority for Customer Service Representatives -Part-Time shall be determined pursuant to the provisions of the CSR - Part-Time Agreement which is part of the TOC Full-Time Agreement. The application of any Customer Service Representative Part-Time and any employee covered by such "part-time" classification, for any vacancy or new position in a classification covered by this Agreement which is posted, shall only be processed if no "full-time" applicant qualifies who is covered by this Agreement or said TOC Full-time Agreement.

D. When an employee is to be transferred or demoted, the Company agrees to confer in advance with the President and Business Manager of the Local Union or an alternate in his absence.

E. When a vacancy occurs or when a new position is created within the T&D Bargaining Unit, the Company shall post a notice on its bulletin boards for a period of six working days setting forth the classification, job duties and requirements, hours and days of work, and wage rates. Employees desiring to be considered shall make application to Human Resources setting

forth their qualifications. Employees who do not make application within the period of posting the notice shall have no right to consideration for the job. The Local Union shall be supplied with copies of the notice and applications. An employee who has qualified by exam, but has neither withdrawn from the posting nor elected a holding mark only ("HMO") status, may be assigned to the position and any refusal at the time of assignment will be considered as a return to a former position under Article IV F 6. In addition, any employee who has a holding mark, bids for a position and does not withdraw prior to being assigned to the position, may be assigned to the position and any refusal at the time of such assignment will be considered as a return to a former position under Article IV F 6. The transfer to the new position will be effective within 30 calendar days after acceptance unless otherwise mutually agreed to by the Company and the Union. When the vacancy(s) has been filled for 10 working days the posting will be closed. (See Exhibit 24)

F. 1. The Company shall have the right to determine the classification of a job when it is posted and the minimum qualifications required for any job. Qualifications for any position within Local 320 shall be demonstrated by an examination. The Company shall select from the applicants the number that will take an exam. If no one qualifies, the Company will continue the examination until a qualified individual is selected or the bid list is exhausted. Such selection shall be made in order of seniority. In the event that more than one person receives a passing mark on such examination, seniority among the persons passing shall govern; if two or more employees who qualify for a posted job have equal seniority, length of service in the Company shall govern. If two or more employees of equal seniority and equal service pass an examination for promotion, the employee receiving the highest mark on the examination shall be entitled to the position; except that as between probationary employees the selection will be made based on service from those who qualify by examination.

2. The examination shall be prepared, given and graded by a committee composed of one representative of the Company and one representative of the Union; except that with respect to the selection of Working Foremen/Forewomen, Chiefs or Commercial Specialists, two examiners from the Company and two from the Union may be appointed. The representatives shall be appointed within six working days after expiration of the posting period. When a personal appraisal is required in connection with job promotion, two representatives of the Union and two representatives of the Company shall prepare and submit their appraisals. Such representatives of the Union for the purposes of this section shall be appointed by the President and

Business Manager or other acting executive officer of the Union from individuals presently employed in the highest level of the occupation available. In the event that such representatives are unable to agree upon any question concerning the examination, the dispute shall be referred to the President of the Company whose decision shall be final. (See Exhibits 3 and +15)

3. An employee who has passed an examination for any classification shall not be required to take another examination (other than physical) for the same classification within a period of sixty months after the employee has passed such examination, unless the employee's mark has been voided as specifically provided in this agreement or unless, in the opinion of the Company, the employee's ability to perform the work has changed or the job content has changed in the interval. Notwithstanding the preceding sentence, an employee's mark for the aptitude portion of a Working Foreman/Forewoman, Chief or Commercial Specialist classification test would not expire at the end of such 60-month period, but would continue so long as such employee is in and remains in the series such employee is attempting to qualify for. However, an applicant wishing to be considered for a position must, regardless of previous qualifications, submit an application for a vacancy each time it is posted.

Applicants who have marked their bid form to indicate that they are applying for the posted position only for the purpose of achieving a holding mark only ("HMO") status shall not be offered such position. Employees can change their election regarding their HMO status up to and including the day of the test or appraisal (whichever is later).

4. Except as otherwise specifically provided in the Working Agreement, an employee who receives a mark of 60% or less on an examination for any classification shall not be eligible to take an examination for the same classification within a period of six months unless, in the opinion of the Company, there is a demonstrated need to waive this requirement. However, this six-month disqualification shall not apply to the senior applicant.

5. The following selection and training procedures shall apply only to the following job classifications:

**Protective Equipment Tester
Gas Production Man/Woman - Second Class
Stock Handler
General Maintenance Man/Woman - Second Class
Field Clerk/Storekeeper**

a. The selection of a candidate to train for the posted position will be made from those who apply through the use of a general ability examination on which the passing mark shall be 75%. If the applicant for training is transferring to a job in a higher pay group, the employee will be continued at the employee's present pay and will be trained for the position. If the applicant for training is transferring to a job in a lower pay group, the employee shall go to the highest pay step of the lower pay group or stay at the employee's existing rate of pay, whichever is lower.

b. If the selection of a trainee is made from employees with more than six months' service with the Company, the seniority provisions applicable to promotions shall apply. In the event the selection is made from employees with less than six months' service, the selection will be made based on service from those who qualify by examination.

c. The Company will predetermine the length of time necessary for training in each classification below the posted classification and in the posted classification for which the individual is being trained and so notify the Union. Such training shall be of no less than three nor more than six months' duration, except as otherwise specifically provided herein or in the job specifications. The trainee's classification will be increased as progress is demonstrated by passing an appropriate job knowledge examination(s) on which the passing grade shall be 75%. Upon completion of such predetermined training period(s), the trainee will be required to pass such job knowledge test before being assigned to the posted classification and the pay applicable thereto.

If the trainee does not qualify or meet the job requirements within a reasonable qualifying period, such trainee will be returned to the employee's former classification or the employee's training period may be extended by agreement between the Company and the Union President and Business Manager.

6. If the employee selected does not qualify or meet the job requirements within a reasonable qualifying period, the employee will be returned to the employee's former classification. The employee's training period may be extended by agreement between the Company and the Union President and Business

Manager. If the employee requests in writing to Human Resources to return to the employee's former position within two weeks of the employee's transfer, the employee will be reassigned within two weeks to the position from which the employee was transferred (and any person who is filling that position must also return to that person's former position), and the next senior qualified bidder will be transferred to the vacancy. If on two separate occasions within a three-year period an employee elects to return to the employee's former position after assignment to another position, the employee shall be ineligible to bid for any position for a period of twenty-four months (measured from the date of the second election to return to the employee's former position). (See Exhibit 26 and 1987-24)

In addition, once during the 24-month period an employee may exercise his/her rights to laterally transfer within his/her job classification without, however, any 2-week returnable rights.

7. In the event no employee passes the job knowledge examination for the vacant position and the classification is not included in the training program listed above, or if the classification is included in the training program but, in the opinion of the Company, the position must be filled before the training program can be completed, the Company in such cases reserves the right to bring in qualified persons from outside the Union. (See 1983-10B)

8. All applicants outside the T&D Bargaining Unit, the TOC Bargaining Unit and the PT Bargaining Unit will be excluded from the foregoing examination procedures described in this Article until all applicable provisions with respect to selection are exhausted for members of such Units; however, persons from outside the T&D Bargaining Unit, the TOC Bargaining Unit and the PT Bargaining Unit may be included in the exam procedure by mutual agreement. This exclusion, however, shall not apply to the arrangement with respect to the transfer of disabled employees as set forth in Article IX.

9. A job applicant's final mark on the examination will be made available to the employee upon the employee's specific request to the employee's supervisor; however, marks of other applicants will not be divulged. Furthermore, upon request of an employee, the supervisor, in the interest of employee self-betterment, shall discuss an applicant's lack of specific job knowledge or aptitude as demonstrated by the examination with the applicant so that the applicant may have an opportunity to improve the applicant's knowledge of a job for future opportunities which may arise.

10. In no event will the specific marks attained be given on individual parts of the examination or individual questions. The results as determined by the examiners shall be final.

G. When a vacancy occurs or when a new position is created in the first level of supervision outside of the T&D Bargaining Unit, unless the vacancy is to be filled by the transfer of an unclassified employee, the Company shall post a notice on its bulletin boards for a period of six days setting forth the job duties and requirements and hours of work. When a vacancy occurs or when a new position is created in those unclassified positions other than first level supervision which the Company may reasonably expect can be filled by qualified personnel from within the T&D Bargaining Unit, unless the vacancy is to be filled by the transfer of an unclassified employee, the Company shall post a notice on its bulletin boards for a period of six days setting forth the job details and requirements. Employees desiring to be considered shall make application to Human Resources setting forth their qualifications. Upon receipt of such application, the Human Resources division shall immediately forward to the qualified applicant the following information: rate of pay, job duties, hours of work and starting date. The provisions of Article X shall not apply to these promotions to the first level of unclassified positions. (See Exhibit 117)

H. In the event it becomes necessary to reduce in rank an employee from an unclassified position, any time within two years after the time of the employee's promotion and provided the employee has continued to pay Union dues and assessments, the employee shall be returned to the T&D Bargaining Unit, if the employee was promoted from such Unit, and shall assume in it the employee's seniority, plus seniority equivalent to the time accumulated in the unclassified position. If the employee cannot perform the work to which assigned, the employee's assignment within a classification covered by this Agreement shall be mutually agreed upon by the Company and the Union. While in the unclassified position, the employee shall have no bidding rights on other jobs within the T&D Bargaining Unit, the TOC Bargaining Unit, or the PT Bargaining Unit; during such time, the employee may continue Union membership, but is not compelled to do so. If the employee was not promoted from the T&D Bargaining Unit, the employee shall not be included in it except by mutual agreement.

Any employee returned to the T&D Bargaining Unit from an unclassified position pursuant to this paragraph shall have such a return considered as a return to a former position under Article IV F 6 hereof.

I. New employees shall have no seniority for the first six months of their employment. During such period new employees will be considered probationary and the Company may dismiss them at any time without regard to the other provisions of this agreement. Employees transferring during the probationary period shall have their probationary period extended to six months from the date of transfer, unless the Company is satisfied that it has had the ability thoroughly to appraise an individual's performance, in which event, the individual, if not to be dismissed as permitted in the prior sentence, will be transferred to regular status and no extension of the probationary period will be required. In no event shall such probationary period exceed a period of one year from date of employment.

J. 1. When it becomes necessary to select candidates for beginning jobs in the automatic progression series, an appropriate general ability examination will be given. Of those who pass such an examination, the candidate with the greatest amount of seniority in Local 320 will be selected. (See Exhibit 117)

2. (Reserved)

3. When the Company has a need at a particular headquarters for an additional employee(s) in a first-class classification in the automatic progression series, the Company will place a notice on its bulletin boards announcing such need and will consider requests from (1) those employees presently in the same first-class classification in a different headquarters who may want to laterally transfer, (2) those employees who were transferred pursuant to Article IX-D and who retain a first-class rating in such classification, and (3) those second-class and third-class employees presently in the same classification who request a lateral transfer; and any such transfer will be made according to seniority.

4. When the Company desires to start an applicant in a job subject to automatic progression, the lowest job classification in the progression series shall be posted and the proposed headquarters shall be designated. At any time, or upon completion of the progression, the Company may assign those in the progression series to any headquarters within the T&D Bargaining Unit.

However, before assigning an employee to a headquarters at the first-class level, if no prior notice has been made as provided in Paragraph 3 above, the Company will place a notice on its bulletin boards stating the proposed headquarters and will consider requests as provided in Paragraph 3. (See 1981-M34, 1987+30, and 1987+M27)

5. An employee who fails to qualify for promotion within the maximum time in grade stated for the particular classification will be reassigned to the classification, pay group and pay step from which such employee entered the program and will be considered ineligible for future training in the craft in which such employee failed to qualify for a minimum of 60 months from the date of such failure, except that an employee who is entitled to an additional opportunity to qualify under Article IV J 6 hereof and who fails such additional opportunity shall have no such reentry-right. This reentry-right after 60 months can be exercised once only for the craft in question. If there is no vacancy in the classification, pay group and pay step to which such employee is reassigned, the Company shall reassign an employee within that classification pursuant to the provisions of Article IX-D 3 hereof. However, if the employee who fails the test had no such classification because such employee was hired directly into the automatic progression series, such employee may be discharged.

6. Employees who are on automatic progression at the second-class level and who fail to qualify for a first-class rating will be given one additional opportunity to qualify. The second qualifying examination will be given at the option of the Company any time between six months and one year following the first examination. If such employee fails the second time, such employee will be returned to the job classification, pay group and pay step which such employee held before entering the program and will be considered ineligible for future training in the craft in which such employee failed to qualify. If there is no vacancy in the classification, pay group and pay step to which such employee is reassigned, the Company shall reassign an employee within that classification pursuant to the provisions of Article IX-D 3 hereof. However, if the employee who fails the test had no such classification because such employee was hired directly into the automatic progression series, such employee may be discharged.

7. A practical qualifying examination covering basic skills required for Linemen/Linewomen - Third Class, the content of which shall be subject to mutual agreement between the Company and the Union, will be given after the first nine months of third-class training. An employee who fails the practical qualifying examination will be reassigned to the job classification and pay step from which the employee entered the program and will be considered ineligible for future training in the Lineman/Linewoman progression series.

**BEGINNING JOBS IN THE AUTOMATIC
PROGRESSION SERIES OR JOB CLASSIFICATION
AFFECTED BY AUTOMATIC PROGRESSION**

<u>Classification</u>	<u>Minimum Time in Grade</u>	<u>Maximum Time in Grade</u>
Lineman/Linewoman 2/C	1½ years	2½ years
Lineman/Linewoman 3/C	1 year	1½ years
Serviceworker B	1½ years	*2½ years
Electrician 2/C	1 year	2½ years
Electrician 3/C	1 year	1 year
Splicer 2/C	1 year	2½ years
Splicer 3/C	1 year	1 year
Tester 3/C	Experience	1 year
Tester 2/C	2 years	2½ years
Gas Mechanic 2/C	1 year	2½ years
Gas Mechanic 3/C	6 months	1 year
Communication Technician 2/C	1 year	3½ years
Communication Technician 3/C	1 year	1 year
Relay Technician 2/C	1 year	3½ years
Relay Technician 3/C	Experience	1 year
Hydro Station Operator 2/C	6 months	6 months
Substation Operator 2/C	6 months	6 months
Roving Mechanic Operator 2/C	1 year	2½ years
Roving Mechanic Operator 3/C	1 year	1 year
Commercial Representative 2/C	Several	**2½ years
Commercial Representative - Junior Meter Reader	6 months	1 year
Gas Meter Repairman/Repairwoman 3/C	Experience	1 year
Mechanic 2/C	Several	2½ years
Mechanic 3/C		1 year
Line Clearance Man/Woman 2/C	1 year	1½ years
Construction Maintenance Man/Woman 2/C	Experience	6 months
Order Dispatcher - Trainee	Experience	1 year
Equipment Operator to Equipment Operator-Special	1 year	1 year
Equipment Operator to Equipment Operator - Dynamite Handler	Experience	3 years
Gas Mechanic Welder 2/C	1 year	2½ years
Gas Mechanic Welder 3/C	6 months	1 year
Plant Technician 2/C	1 year	3½ years
Plant Technician 3/C	1 year	1 year

*May include time as Lineman/Linewoman 2/C

**With respect to progression to Commercial Representative 1/C
see 1979+M45 of the Supplemental Agreements.

K. An employee who is promoted or transferred shall be given a reasonable qualifying period in which it shall be determined whether or not the employee can meet the job requirements. During this period the employee shall be instructed and trained in the job. An employee failing to meet the job requirements within this period shall be reassigned to the classification from which the employee was promoted or transferred and the employee's exam mark will be voided. The foregoing provisions do not apply to job classifications in the automatic progression series.

L. Employees will be laid off in reverse order of their seniority when curtailment of activities makes a reduction of the working force necessary. If the employees to be laid off have equal seniority, they shall be laid off in the reverse order of their service with the Company. For purposes of this paragraph only, the term "employees" shall mean all Company employees represented by Local 320 of the International Brotherhood of Electrical Workers A.F. of L.-C.I.O. (excluding those employees under the "part-time" contract) so that layoffs shall be so affected pursuant to a combined list of such employees. (See 1983-M29)

M. Lists showing service and seniority shall be supplied to the Union quarterly. The Union shall be given notice of the hiring of new employees within 10 days of their employment. (See 1979-48 and 1981-21)

N. 1. Employees who are laid off for lack of work and as of the date of layoff have completed one year or more of continuous service, shall be given an allowance of one week's base pay for each full year of continuous service. If the employee accepts a separation allowance, the Company shall not be obliged to rehire such employee. Such separation allowance must be accepted or rejected, in writing within four weeks after the affected day of layoff. If such separation allowance is rejected, the employee's rights to reemployment shall be governed solely by the provisions of Article IV-N 2.

2. If after completion of the post and bid procedure additional employees are needed, employees who have not elected the separation allowance referred to in Article IV-N 1 hereof and who shall, within the applicable "recall" period noted below, by written notice, be offered a position on the basis of "last out - first in" in the classification to be filled:

<u>Years of Service</u>	<u>Period of Recall Right From Layoff Date</u>
Less than 6 months	No recall
More than 6 months to 1 year	6 months
More than 1 year but less than 2 years	18 months
More than 2 years but less than 5 years	24 months
5 or more years	36 months

provided that each such laid-off employee meets the minimum qualifications, the physical condition of the laid-off employee is no worse than at the time of separation and such employee accepts such position by making a written acceptance to the Company within 14 days of either the employee's written acknowledgment of receipt of the Company's notice or the date which the U.S. postal authority indicates that it was unable to deliver such notice at the employee's address last supplied to the Company by the employee. The Company's notice shall be sent by certified mail, return receipt requested, to such employees, at such employees' latest mailing address supplied to the Company by the employee and a copy of such notice shall be supplied to Local 320. The employee's acceptance shall also be sent by certified mail, return receipt requested, to the Company's Human Resources Department.

O. 1. Seniority shall accumulate during the period when an employee is temporarily in the military service, maritime service or merchant marine. When such employee returns from service, the employee shall be placed in the employee's old classification.

2. Should a promotion be made while an employee is temporarily in military service, maritime service or merchant marine for which the employee would have been eligible and to which such employee would have been entitled by reason of seniority if the employee had been working at the time, such employee shall, upon return from such service, be placed in the higher classification provided that the employee is able to perform the work and demonstrate qualifications by examination.

3. In either of the above cases the employee with the least time in the classification that the veteran is eligible for shall be returned to the lower classification from which the employee came. If a surplus is thereby created in the lower classification, the provisions of Article IX, Section D shall be applied.

P. 1. The following shall apply to any returns or reassignment to a classification/position as permitted or required by Article IV thereof:

a. After the 30th day from the award of the winning bid for the sale/transfer of either of the Plants, no such return or reassignment shall be permitted or required if the result would be that the employee would return or be reassigned to the Production Plant Bargaining Unit.

b. With respect to any such return or reassignment precluded by paragraphs a and c hereof, the employee shall be assigned to a classification within the T&D Bargaining Unit as the Company, in its sole discretion, shall determine; however, the employees' wages shall not be less than the pay group and pay step of the classification from which such employee entered the position from which the employee is being assigned.

c. In all other cases, transfers/assignments to and from the T&D Bargaining Unit shall be subject to the limitations set forth in Exhibit 117.

ARTICLE V

WORKING CONDITIONS

A. 1. The safety rules and regulations established by the Company or governmental authority shall be strictly adhered to by both the employees and the Company, and the Company shall enforce these rules and regulations uniformly. The representatives of the Company and the Union shall meet at the request of either to discuss the reasonableness of safety rules and regulations. Proposed changes in safety rules and regulations shall be submitted to the Union for full discussion before becoming effective. (See 1969-10, 1973-27, 1977-M21 and 1979-51)

2. A Union Representative may, at the option of the Union, be present while accident investigators are interviewing members of the bargaining unit to determine the facts involved in accidents.

B. In emergencies, employees will perform any work for which they are qualified. However, employees in a lower classification will be used for work in a higher classification only when those in the higher classification are unavailable or exhausted. Emergencies shall be defined as unforeseen circumstances. Unclassified employees shall not do any work being done by members of the bargaining unit, except in an emergency, or when qualified employees from within the bargaining unit are not available. (See 1971+15, 2003+23)

C. An employee may be assigned temporarily to perform the duties of a higher classification for which the employee is qualified only in emergencies as provided in Article V, Section B, or for the purpose of replacing another employee who is off that day or on leave of absence for twelve weeks or less, except as provided for in the following paragraphs of this section. When so assigned for periods of one or more hours, the employee shall be paid one pay step above the employee's present pay or the starting rate in the higher classification or the highest rate which the employee previously had in the higher classification, whichever of these three is highest. When a scheduled absence is for a period of one week or more, the senior person in the headquarters will be upgraded when so assigned. (See 1973-47)

A line, electrician or cable splicing crew consisting of three, four or five persons shall include a Working Foreman/Forewoman 2/C LES&T. If such Working Foreman/Forewoman 2/C LES&T must be absent from the crew and more than two persons remain, then the first class employee in that crew who has seniority shall act in such absentee's place and if so acting for periods of more than one hour shall be paid at the rate of a Working Foreman/Forewoman 2/C LES&T for the time so acting. A line, electrician or cable splicing crew of more than five persons shall include a Working Foreman/Forewoman 2/C LES&T and be under the supervision of a Supervisor. If the Supervisor must be absent from the crew, the Working Foreman/Forewoman 2/C LES&T shall be in charge of the crew, and if so left in charge for periods of one hour or more, shall be paid for the time while so in charge two pay steps above the rate for Working Foreman/Forewoman 2/C LES&T. (See +Exhibit 87)

A gas street crew consisting of three to six persons shall include a Chief Gas Mechanic except that this shall not apply to URD work. If such Chief Gas Mechanic must be absent from the crew and more than two persons remain, then the Gas Mechanic 1/C in that crew who has seniority shall act in such absentee's place and if so acting for periods of more than one hour the employee shall be paid at the starting rate of a Chief Gas Mechanic for the time the employee is so acting. A gas street crew of more than six persons shall include a Chief and be under the supervision of a Supervisor. If the Supervisor must be absent from the crew, the Chief Gas Mechanic shall be in charge of the crew, and if so left in charge for periods of one hour or more, shall be paid for the time while so in charge two pay steps above the top rate for Chief Gas Mechanic. (See +Exhibit 31)

A Roving Mechanic - Operator crew consisting of three to eight persons while working in the field, shall include a Chief Roving Mechanic - Operator. If such Chief Roving Mechanic

- Operator must be absent from the crew and more than two persons remain, then the first class person in that crew who has seniority shall act in such absentee's place; and if so acting for periods of more than one hour, shall be paid at the rate of a Chief Roving Mechanic - Operator for the time so acting. A Roving Mechanic - Operator crew of more than eight persons shall include a Chief Roving Mechanic - Operator and be under the supervision of a Supervisor. If a Supervisor must be absent from the crew, the Chief Roving Mechanic - Operator shall be in charge of the crew, and if so left in charge for periods of more than one hour shall be paid for the time so in charge two pay steps above the top rate for Chief Roving Mechanic - Operator. In the event, the Roving Mechanic - Operator crew includes a Plant Technician - First Class, the Chief Roving Mechanic - Operator shall be paid at the top step of Pay Group 22 for any hours supervising a Plant Technician - First Class.

There shall be no numerical limit in any other work group on the number of persons which may be supervised by a Working Foreman/Forewoman or Chief.

Whenever it is necessary to bring together for a period of more than one hour a group of three to five persons to work together in the field as a crew at Plant Technician's work, then the qualified employee of the highest classification in such group who has seniority shall be in charge of the crew and shall be paid for the time when so in charge at the rate of a Chief Plant Technician.

If any crew of four or more persons, other than a line, electrician, cable splicing, gas, Roving Mechanic, or Plant Technician crew, while working in the field under the direction of a Working Foreman/Forewoman 2/C, Chief or unclassified supervisor is left without direct supervision, the qualified employee of the highest classification in such crew who has seniority shall be in charge of the crew. If such a crew is left without direct supervision for periods of more than one hour, the employee in charge shall be paid for the time when in charge at the starting rate in the applicable Working Foreman/Forewoman or Chief classification.

Whenever it is necessary to bring together for a period of more than one hour a group of three to five persons to perform line work, electrician's work, or cable splicing work; or a group of three to six persons to perform gas street work; or a group of three to eight persons to perform Roving Mechanic Operator's work and none of the group is a Working Foreman/Forewoman 2/C or Chief, then the qualified employee of the highest classification in such group who has seniority shall be

in charge of the crew and shall be paid for the time when in charge at the rate in the applicable Working Foreman/Forewoman or Chief classification. (See +Exhibits 7, 25 and 31)

Whenever it is necessary to bring together for a period of more than one hour a group of four or more persons to work together in a plant as a crew at Plant Technician's work, and none of the group is a Chief Plant Technician, then the qualified employee of the highest classification in such group who has seniority shall be in charge of the crew and shall be paid for the time when in charge at the rate of a Chief Plant Technician.

D. At no time shall an employee be required to perform any hazardous task outside the employee's job classification with which the employee is not familiar.

E. Employees affected shall be notified of standard procedures and practices, changes in equipment, and operating practices, all of which shall be made available to them.

F. The Company shall continue its present practices with respect to furnishing tools, raincoats, boots and hats, safety devices and other equipment. The employee receiving such tools and equipment shall be held responsible for their return in good condition, ordinary wear and tear and reasonable loss expected. The Company shall provide suitable and safe space for storing tools and equipment furnished to employees.

G. Employees who report to normally designated headquarters shall be transported from such headquarters to and from their work location on Company time. When the Company requires its employees to work at points remote from their normally designated headquarters, a temporary headquarters shall be designated. The employee shall be transported between the normally designated headquarters and the temporary headquarters, at the Company's expense and on Company time at the beginning and end of the job, and shall be transported to and from the temporary headquarters to the work location on Company time. When such work lasts over a weekend, the Company will, at the end of the working week, furnish transportation back to the employee's normally designated headquarters and at the beginning of the next working day, from the normally designated headquarters to the temporary location, but such transportation is to be on the employee's own time. No transportation allowance will be paid to those who do not use the transportation provided by the Company. The Company will pay such employees, as additional wages, an amount of \$75.00 per day. (See 1977+20, 1987-23, 1987+30 and +Exhibit 68)

H. An employee required to continue work for a period longer than two hours beyond the scheduled quitting time shall be entitled to a meal furnished or paid for by the Company and to an additional meal for each additional five hours' work thereafter.

An employee called out to work outside of the employee's scheduled working hours shall be entitled to a meal furnished or paid for by the Company for each five hours worked.

An employee who is called to work before or after the employee's regular workday schedule and misses a meal or meals thereby, or is scheduled to report for work more than one hour in advance of the employee's regular working hours and misses a meal or meals thereby, shall be entitled to a meal or meals furnished or paid for by the Company.

Overtime meals shall be eaten on Company time and only such time shall be taken as is reasonably necessary to obtain and eat the meal. (See Exhibits 32 and +61)

If a non-shift employee is scheduled to report for overtime work on Saturday, Sunday or a holiday more than one hour in advance of the employee's regular starting time and the job extends beyond the normal noon hour, the Company shall provide a suitable lunch. If a shift employee is scheduled to report for overtime work on the employee's regularly scheduled day off more than one hour in advance of the regular starting time of the shift to be worked and the job extends beyond the next normal meal period, the Company shall provide a suitable meal.

I. Construction or maintenance employees shall not be required to do their regular work outdoors in rainy or inclement weather, except in emergencies or to perform essential work such as outdoor switching, fuel and ash handling and necessary snow removal. Such employees may, however, be assigned to other work as closely applicable to their work as is available on such days; such work shall not include painting but need not be confined to work applicable to their specific job classifications. Travel to or from jobs or between jobs shall not be considered outdoor work within the meaning of this paragraph. The provisions of this paragraph shall not apply to deliveries between Company storerooms by means of a tractor-trailer.

J. When any work of the type customarily performed by the members of the bargaining unit is to be contracted out, preference shall be given to qualified contractors employing members of the International Brotherhood of Electrical Workers, provided that nothing herein shall require the Company to violate Federal, State or Municipal regulations, to delay the work, or to

employ a contractor either not readily available or not equipped to do the work. It is further stipulated and agreed that if the Company is unable to obtain a qualified contractor under the specifications outlined above or feels that it is called upon to bear costs not reasonable by comparison with the Company's estimates, the matter shall become the mutual concern of the President of the Company and the International President of the International Brotherhood of Electrical Workers who shall cooperate to adjust the matter with due regard to all factors involved.

K. No regular full-time employee shall be laid off without at least two weeks' prior notice. This provision, however, shall not apply to discharges.

L. The Company will not increase the hours of work beyond those now worked in order to reduce the working force, unless required to do so by governmental order.

M. A regular employee who is injured while working for the Company outside the regular hours of the employee's basic five-day workweek and is required to leave the job that day to be given medical treatment, shall be paid at the applicable rate for reasonable time to receive such treatment, not exceeding two hours.

N. Electrical switching when performed by an employee of the Line Forces shall be performed only by a qualified employee in the bargaining unit of first class or higher rating except in an emergency.

O. The Company may continue to use its present methods of assigning employees outside of the bargaining unit to relieve Order Dispatchers especially on vacations, sick time, holidays, and while absent during normal working hours.

P. Whenever the Company makes a permanent reassignment of an employee from one headquarters to another, the Company will, for a period of eighteen months after such reassignment, protect the employee against additional cost for transportation and if the employee moves to the new location within an eighteen-month period after such reassignment, the Company will pay the employee's moving expenses. When an existing headquarters is physically relocated a distance of more than 10 miles, the employees assigned thereto will be reimbursed for any additional mileage in accordance with the mileage rate set forth. Mileage reimbursement for transportation shall be paid at the rate of 36¢ per mile provided, however, if during the term of

this Agreement, the Internal Revenue Service increases the “non-taxable” limitation for employees paid mileage allowance, the Company will adjust such 36¢ per mile allowance accordingly. After said eighteen months, if the employee has not moved, the employee will be required to provide the employee's own transportation. After said eighteen months, if the employee has not moved, any moving expenses incurred after said eighteen-month period will not be subject to such reimbursement.

Q. Any crew working on energized primary conductors or on a main or service carrying gas under pressure where penetration or a leak is involved shall contain at least two qualified employees except during extreme emergencies. While working on energized primaries, they shall not be separated from each other by a distance greater than a span length. (See 1979+52)

ARTICLE VI

RATES OF PAY

Each step in the pay groups in effect prior to May 1, 2003, shall, effective May 1, 2003, be increased by 3.75%, and each step in the pay groups in effect prior to May 1, 2004 shall, effective May 1, 2004, be increased by 3.5%, and each step in the pay groups in effect prior to May 1, 2005 shall, effective May 1, 2005, be increased by 3.5%, and each step in the pay groups in effect prior to May 1, 2006 shall, effective May 1, 2006 be increased by 3.25%, and each step in the pay groups in effect prior to May 1, 2007 shall, effective May 1, 2007, be increased by 3.25%. Each employee shall move to the next pay step within the pay group applicable to the employee's classification as of the date on which the employee's length of service in the classification qualifies the employee for the next pay step.

Where an employee transfers from one job classification to another if such transfer is to a job in the same pay group, the employee shall go to the step in the pay group for the new classification equal to the employee's present pay. Where the transfer is to a job in a higher pay group, the employee shall go to the step in the new pay group one step higher than the employee's present pay or to the lowest step of the new pay group if that is higher.

Where an employee voluntarily transfers to a job in a lower pay group, the employee shall go to the highest pay step of the lower pay group or stay at the employee's existing rate of pay, whichever is lower. Where an employee is demoted by the Company, the employee shall go to the highest pay step of the lower group or to the employee's existing pay, whichever is lower.

ARTICLE VII**JOB SPECIFICATIONS**

The Company shall continue the job specifications which have been agreed upon between the Company and the Union as of the date of this agreement. Changes in such job specifications during the term of this agreement may be made with the consent of both parties. Proposed changes may from time to time be discussed between a committee of the Union and representatives of the Company appointed for that purpose.

ARTICLE VIII**VACATION - LEAVES OF ABSENCE**

A. 1. During the term of this agreement regular employees who have completed the following continuous years of service requirements shall be entitled to vacations in that calendar year as follows:

6 months' service on or before October 1	1 week
1 year's service on or before October 1	2 weeks
5 years' service on or before October 1	3 weeks
15 years' service on or before October 1	4 weeks
22 years' service on or before October 1	5 weeks
30 years' service on or before October 1	6 weeks

2. Pay for each week of vacation shall be five days at the rate of eight hours of straight time. All vacations will be granted, so far as possible, in accordance with the desires of the employees in the order of their seniority. Any days in excess of ten may be taken within the normal vacation period only if operating conditions permit it; otherwise they must be taken outside of the normal vacation period. The normal vacation period shall be between May 1 and September 1. (See Exhibit *125)

3. Employees may elect to take their vacations at any other time to suit their plans, provided that it is possible for them to do so without adversely affecting the operation of the Company's business.

4. Employees may in any year defer up to the equivalent of ten days of the vacation to which they are entitled and may use those days during any subsequent year. The time of taking such days shall be subject to the approval of the employee's supervision and must be taken in units of not less than one day. The maximum accumulation shall be no more than ten days. A

regularly scheduled vacation for any current year will in scheduling take precedence over a carry-over vacation proposed to be taken in that year. (See 1981-43)

B. Should a holiday be observed while an employee is on vacation, the employee shall be entitled to an additional day off with pay at the beginning or end of the employee's vacation.

C. 1. Vacations will normally be taken in periods of full weeks. Employees eligible for three or more weeks of vacation may take up to two weeks of vacation as single days if operating conditions permit.

2. Vacation schedules shall be established and posted on bulletin boards a reasonable time in advance of the normal vacation period. All changes or selections made after May 1 in any year will be made only with the approval of the employee's supervisor and the agreement of any employee whose vacation is affected thereby.

3. Full weeks of vacation shall take precedence over individual days of vacation for scheduling purposes.

D. Employees shall be given, in advance, the pay due on the paydays falling within their vacation period if they so desire and apply.

E. Any employee who leaves the Company for any reason shall be granted a vacation if taken before the date of separation or given vacation pay if the employee works up to the date of separation; provided, however, that an employee who resigns without giving the proper notice shall not be granted a vacation or given vacation pay. By "proper notice" is meant that the employee shall have informed the Company sufficiently in advance so that the employee shall work at least two weeks before the termination of the employee's employment with the Company. The vacations granted in these cases shall, for regular employees with more than six months of continuous employment, be one day (eight hours) for each completed month of employment, for regular employees with five or more years of continuous employment shall be one and one-half days (twelve hours) for each completed month of employment, for regular employees with 15 years or more of continuous employment, shall be two days (sixteen hours) for each completed month of employment, for regular employees with 22 years or more of continuous employment, shall be two and one-half days (twenty hours) for each completed month of employment, and for regular employees with 30 years or more of continuous employment, shall be three days (twenty-four hours) for each completed month of

employment, starting in each case with the preceding July 1. If the employee elects to take a separation allowance, the employee shall not be entitled to vacation provisions in addition thereto. In no case shall an employee who leaves the Company's employ be given a greater vacation allowance than the employee would have been entitled to had the employee remained with the Company through the ensuing vacation period.

F. The Company will apply the following rule so long as it is not abused:

In the event that an employee is or becomes ill prior to the employee's scheduled vacation or is admitted to a legally constituted hospital during the employee's scheduled vacation and it is determined that the illness or injury was in no way attributable to the employee's reckless or willful action while on vacation, the period of the employee's illness or hospital confinement, and any subsequent period of confinement to bed, will be processed in accordance with Section H of this Article. Any remaining vacation will be rescheduled in accordance with this Article. (See 1969-13)

G. (Reserved)

H. Payments for personal noncompensable disability shall be made in accordance with the Disability Benefits Plan filed under the New York State Disability Law. (See Exhibit 82)

In cases involving compensable disability, the Company will for employees having at least six months of continuous service pay the difference between regular take-home pay and the amount received as compensation for the first two weeks.

Payments beyond those above enumerated may be continued in the discretion of the Company. The Company reserves the right to have its own doctor check on claims of disability.

In no case shall the Company be obligated to pay any amounts for a disability with respect to which the employee is entitled to receive insurance proceeds covering lost wages as provided under Article XVIII ("No Fault") of the Insurance Law of New York.

1. Employees who are selected by their Local Union to serve as accredited delegates to conventions or similar meetings shall, after reasonable notice to the Company, be granted a leave of absence without pay for sufficient time for this purpose.

2. An employee who is selected or appointed to serve as Business Manager for the Local Union shall after reasonable notice to the Company, be granted a leave of absence without pay during the employee's term of office and shall continue to accumulate seniority throughout the leave of absence. Upon termination of the employee's duties the employee shall be reinstated in the employee's former position provided the employee is physically able to perform the work and it has not been eliminated.

If the position has been eliminated, or the employee is physically unable to perform the work, the employee shall, by agreement with the Union, be placed in a classification for which the employee is qualified, and the employee with the least seniority in that classification shall be returned to the lower classification from which the employee came. If a surplus is thereby created in the lower classification, the provisions of Article IX, Section D, shall be applied. The number of employees on leave of absence for this purpose shall not at any time exceed one unless increased by mutual agreement. (See Exhibit 111).

3. Employees who have had at least six months of continuous service will be permitted to be absent without loss of pay for not more than five working days, which need not be taken consecutively, because of the death of a father, mother, brother, sister, husband, wife, child, father-in-law or mother-in-law, and not more than three days because of the death of a grandparent or grandchild. (See 1971-55)

If an employee is on vacation and a death in the family occurs during such vacation, such allowable absence shall not be considered as vacation time.

4. Regular employees who are members of the National Guard or Reserve Corps will be allowed up to four weeks' leave of absence without pay except as hereinafter provided for military duty. If such military duty is required of such members to maintain their status in the National Guard or Reserve Corps and such service is paid for by the Government, and the rate paid for such service is less than the employee's normal daily compensation, the Company will pay the difference for each day while on military duty, but not in excess of ten days. (See 1971-60, Exhibit 47, 1989-7B and 2003-17)

5. Employees serving on jury duty shall be given leave of absence for those days during their normal workweek when they are serving on jury duty. If the jury rate paid for jury service is less than the employee's normal daily compensation, the Company will pay the difference. (See Exhibit 9 and 1981+M24)

6. Employees who have had at least one year of continuous service will, with the consent of the Supervisor, be permitted to be absent without loss of pay for not more than two working days in any year in the event of sickness in the family or for personal business of a nature that cannot be taken care of in other than normal working hours. Such time may be taken in increments of not less than two hours. Notification of the need for absence for this reason shall be given to the Supervisor as far in advance as possible. Such personal time, in whole or in part, shall not be used to extend the vacation period. (See 1969-44 and +Exhibit 40)

J. A regular employee shall be granted a leave of absence without pay after reasonable notice to the Company, provided that the conditions of work at the time are such that the employee's services can be spared. Leaves of absence shall accumulate at the rate of one week for each full year of consecutive service with the Company subject to no limitation as to the aggregate weeks of leaves of absence which can be accumulated. Leaves of absence may be taken in whole or in part; provided, however, no employee during the employee's employment career with the Company may take leaves of absence, which in the aggregate exceed the total leaves of absence accumulated during the employee's working career with the Company. Leaves of absence taken prior to July 1, 1977, will not be subtracted from an employee's entitlement on and after July 1, 1977. During these leaves of absence, seniority shall accumulate. If an employee overstays such leave or if the employee accepts employment elsewhere during such leave without the consent of the Company, the employee's employment with the Company shall be deemed to have terminated. If a leave of absence is extended by the Company, seniority shall continue to accumulate during such extended leave. (See 1975-16 and 1983-18)

ARTICLE IX

EMPLOYEE BENEFITS

A. (Reserved)

B. The Company will continue its present Retirement Income Plan (subject to amendment to reflect Items 4 and 16 of the

2003 Memorandum of Agreement), Group Life Insurance Plan (subject to amendment to reflect Item 12 of the 2003 Memorandum of Agreement), the Disability Plan, and the Savings Incentive Plan (subject to amendment to reflect Item 5 of the 2003 Memorandum of Agreement), as long as it is entitled under applicable law to a deduction for income tax purposes of amounts contributed thereto.

T
&
D

C. The Company shall not hire temporary employees if such hiring will result in the layoff of regular employees.

D. 1. No employee will receive a reduction in pay during the term of this contract by reason of layoff due to lack of work if at the date of layoff, the employee has had ten or more years of continuous employment with the Company.

2. The Company shall have the right to transfer or reassign any employee during the term of this contract due to a layoff or lack of work situation, provided that the Company will not transfer or reassign such employee to a job classification which at the time of transfer has a greater rate of pay than the classification from which the employee is being transferred, excepting therefrom transfers or reassignments resulting in a greater rate of pay due to the operation of the provisions of Article IX-D 3. Any such transfer or reassignment may be made without regard to any provisions of this Agreement other than the provisions of this Article IX-D.

3. Any transfer or reassignment under this Article IX-D shall be effected by the Company as set forth below and where such transfer or reassignment is to be made based upon consideration of seniority, health, ability, residence and other factors ("SHAROF"), the Company's decision shall be final after review of such decision with the Union President and Business Manager or an alternate in his absence:

a. The selection and placement of the employees to be transferred or reassigned from a non-automatic progression series classification shall be made by the Company on the basis of SHAROF. An employee transferred or reassigned pursuant to the provisions of such Article IX-D 3 a, shall be offered the classification from which the employee was transferred or reassigned if a vacancy arises in such classification and if such employee continues to be qualified and physically capable to fill such classification. Such classification shall be offered on the basis of seniority to those employees so transferred or reassigned.

b. 1) The selection of employees to be transferred or reassigned from an automatic progression series classification shall be made (a) from the employees in the first-class level or higher solely on the basis of system-wide seniority where there are no second-class or third-class in progression below the first-class level, and (b) from the second-class or third-class in progression on the basis of SHAROF taking into account all such second-class or third-class and excluding employees in the first-class level or higher.

2) An employee, other than an employee in the first-class level or higher, to be transferred or reassigned from an automatic progression series classification shall be returned to the job classification, pay group and pay step from which such employee entered the automatic progression series classification. And, in the event there is no vacancy in the classification to which such employee is transferred or reassigned, the Company shall have the right to make a further transfer or reassignment of any employee in that classification pursuant to the provisions of this paragraph (b) or paragraph (a) above, whichever is then applicable.

An employee to be transferred from an automatic progression series in the first-class level or higher with less than ten years' continuous employment with the Company shall be transferred or reassigned to such classification as the Company, in its sole discretion, shall determine. However, the employee's wages shall not be less than the pay group and pay step of the classification from which such employee entered the automatic progression series.

An employee to be transferred from an automatic progression series in the first-class level or higher with ten or more years of continuous service with the Company shall be transferred or reassigned to such classification as the Company, in its sole discretion shall determine.

3) Any employee transferred or reassigned from any automatic progression series classification, below the first-class level and who meets the minimum qualifying standards for testing and who is not discharged pursuant to Article IX-D 3 b 4, shall be

given a test to qualify for the next highest rating relating to such employee's then current classification. Such test opportunity shall not result in any delay in implementing such employee's transfer or reassignment under this Article IX-D. If the employee fails to so qualify, the employee shall be ineligible for future training in that craft except if the failure to qualify is for the first-class rating and is not the employee's second failure, the employee shall be eligible for future training in that craft and within six months to one year after reentry to that automatic progression classification, such employee shall be given a second qualifying test, failure of which shall result in the consequences set forth in Article IV-J 6 hereof.

4) Notwithstanding the foregoing, any employee to be transferred or reassigned from the second or third-class level in an automatic progression series classification under this Article IX-D 3 b, who had no prior classification because such employee was hired directly into the automatic progression series, may be discharged.

4. Any employee transferred or reassigned under this Article IX-D who at the time of such transfer or reassignment has been continuously in the employ of the Company for 10 years or more will not have a reduction in pay during the term of this Agreement by reason of such transfer or reassignment to a job below such employee's pay group and such employee will be entitled to any general increases applicable to such employee's retained pay group. All others so transferred or reassigned will be paid the rate of the job to which transferred or reassigned except as may otherwise be provided in this Article IX-D. (See Exhibit +43, 1981-11 and 1998-18)

5. The provisions of this Article IX-D shall not apply to employees transferred or reassigned because of physical disability.

E. Employees who are partially disabled so that they cannot perform all of the duties of their classification may be transferred from time to time to any job they are capable of performing without compliance with usual examination procedure and without regard to seniority.

Such disability transfer shall not be considered a permanent transfer and any employee so transferred will not be

reimbursed for the mileage allowance or moving expenses as described in Article V-P of this Agreement.

In cases not involving Workers' Compensation or not caused by or contributed to by the negligence or voluntary act of the employee where an employee with ten years or more of continuous service is demoted because of physical disability rendering the employee unable to perform the work required of the employee's job classification and is transferred to a job carrying a lower rate of pay than the existing rate of pay of the employee, the rate of pay of such employee until retirement, death, resignation or discharge for cause shall not be reduced below the percentages of the employee's existing pay as shown below at the time of such demotion and the employee will remain in the Plan Class for Group Life Insurance and the Retirement Income Plan that is determined by the base pay of the job classification at the time of the employee's transfer due to disability, subject to the following sentence: For purposes of the Retirement Income Plan and the Group Life Insurance Plan, the employee shall accrue benefits at the Plan Class level so determined subject, however, to being placed in a higher Plan Class to reflect general wage increases. An employee whose rate of compensation is affected by the provisions of the disability clause will receive one-half of the general increase for the employee's compensation each year of the contract until the rate for that job equals the employee's then pay. Notwithstanding the foregoing, any employee, who becomes disabled and is transferred to a job carrying a lower rate of pay under this Article IX E will receive 100% of any general wage increase placed in effect on and after the date when such employee has completed 30 years of continuous service with the Company. (See 1983-M6C and 1985-37)

In cases involving Workers' Compensation, the employee shall have the choice of being reduced in accordance with the percentages below or under the Workers' Compensation Law. In either case, actual reduction in pay will be deferred six months.

<u>Continuous Years Of Service</u>	<u>Adjustment In Pay</u>	<u>% of General Wage Increase</u>
10 years or more and up to 15	To not less than 80% of existing pay	50%
15 years or more and up to 20	To not less than 90% of existing pay	50%
20 years or more and up to 25	To not less than 95% of existing pay	50%
25 years or more	No reduction	75%
30 years or more	No reduction	100%

F. The Company agrees to continue in effect the present Health Benefit Plan, Dental Plan, Flexible Spending Account Plan and Vision Care Plan except that such Plans will be amended in accordance with Items 6, 10, 11, 13, 14, 15, 16 and 18 of the 2003 Memorandum of Agreement.

G. The following shall apply to any transfer or reassignment to a classification/position as permitted by Article IX D hereof:

1. After the 30th day from the award of the winning bid for the sale/transfer of either of the Plants, no such transfer or reassignment shall be effected if the result would be that the employee would return or be reassigned to the Production Plant Bargaining Unit.

2. With respect to any such transfer or reassignment precluded by paragraph 1 above, the employee shall be assigned to a classification within the T&D Bargaining Unit as the Company, in its sole discretion, shall determine; however, the employee's wages shall not be less than the pay group and pay step of the classification from which such employee entered the position from which the employee is being transferred or reassigned.

ARTICLE X

GRIEVANCES

A. If any dispute arises between the Union and the Company as to the rights of either party under this Agreement, both parties shall endeavor to settle such issue in the simplest and most direct manner. The procedure, unless any step thereof is waived, combined or extended, by mutual consent, shall be as follows:

1. a. The aggrieved employee(s), with the Union Steward, will discuss the issue with the immediate Supervisor of the aggrieved employee(s), who will endeavor to settle the issue.

b. If mutual agreement is not reached, the aggrieved employee(s) and the Union Steward shall present the grievance in writing to the immediate Supervisor no later than ten working days after the above discussion. The grievance will set forth the provision(s) of the Agreement on which the grievance is based and should include pertinent names, dates and other relevant facts. The Supervisor shall give the aggrieved employee(s) a written decision within five working days.

2. If the Supervisor's decision is not accepted in Step 1b, the aggrieved employee(s), with the Local Union Representative, shall present an appeal in writing to Division Management within fifteen working days after the first Thursday of the Month following the month in which the Supervisor's reply is received. The appeal shall set forth the provision(s) of the Agreement still in dispute. Copies of the grievance including the second step appeal shall be sent to the Union President and Business Manager, Recording Secretary and Human Resources.

The grievant(s), Local Union Representative, usually two, and Management will discuss the issue in an attempt to settle the grievance. The aggrieved employee(s) at the employee's option may elect to participate in this Step 2 of the Grievance Procedure but will not be required to do so.

Division Management shall give the Local Union Representative a written answer to the grievance no later than ten working days after the above discussion.

If the Company does not meet with the Union Representatives to discuss the issue as provided above within 30 calendar days after receipt of the written appeal, unless a *postponement is mutually agreed to*, the grievance shall automatically be processed to the next step. If the Local Union cannot meet on the day selected by the Company within said 30-day period, unless a postponement is mutually agreed to, then the grievance will be considered withdrawn.

3. If Division Management's decision in Step 2 is not accepted, the President and Business Manager of the Union shall present a written appeal to Human Resources no later than ten days after Division Management's Step 2 reply is received.

A Joint Committee consisting of:

a. A minimum of three representatives of the Company plus at the discretion of the Company, the Supervisor involved and a member of Human Resources.

b. A minimum of three representatives of the Union who are employees or local union officials plus at the discretion of the Union, the grievant shall endeavor to settle the grievance on a factual basis.

At the meeting of the Joint Committee, an International Representative of the Union may be present but only to assist the Union. The Union may also have one (1) attorney present, at its cost, to advise the Union if the grievance involves the discharge of an employee.

4. If the grievance is a dispute involving the interpretation, application, or violation of any provision of this Agreement and if the grievance is not settled by the Joint Committee as provided for in Step 3 under sub-part 3 of this Article A, either the Union or the Company by written notice to the other party given within 15 working days of the failure to settle the grievance in said Step 3, may elect to submit the grievance to an impartial arbitrator for final settlement. The arbitrator shall be selected by mutual agreement between the Union and the Company; however, in the event they cannot agree upon a mutually satisfactory arbitrator, the Company and the Union may either jointly or either such party may independently initiate the grievance before the American Arbitration Association under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the arbitrator's award as final and binding upon them for the duration of the contract. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The expenses of the Arbitrator shall be borne equally by the Company and the Union.

B. Should an employee be discharged, the employee shall be entitled to a hearing, starting with the second step above and the case shall be disposed of promptly. Any request for such a hearing shall be presented in writing to Division Management by the discharged employee and the Local Union Representative within thirty (30) working days from the date of discharge. The Company shall not be required to hear any such grievance if the request is not made in accordance with the time limitation as stated above. If it is determined that the discharge is in violation of the terms of this Agreement, the employee shall be restored to the employee's former position and status without loss of pay.

C. The Company may submit complaints to the Executive Board of the Local Union involved and if not settled they may be submitted to a grievance procedure starting with the second step above.

D. In all cases where, in accordance with the job specifications, the Company requires an employee to submit to physical examination by a doctor designated by the Company, if the employee does not agree with the findings of said doctor, the employee may consult with any doctor of the employee's own

choice. If the conclusions of the doctor consulted by the employee disagree with the conclusions of the doctor designated by the Company, the two doctors shall select a third doctor whose conclusions shall be binding upon both the Company and the employee. The fee of the third doctor shall be borne by the Company.

ARTICLE XI

MISCELLANEOUS

A. The following are the terms under which a cadet engineer's training program may be conducted by the Company.

1. The Union shall be notified of the names of each cadet engineer and the schedule of training to be followed by the cadet.

2. Such cadets may perform work normally performed by members of the T&D Bargaining Unit, provided that they do not replace anyone in the bargaining unit or deprive anyone in the bargaining unit of earnings.

3. When a cadet performs work normally performed by the T&D Bargaining Unit, an employee of the classification which would normally perform such work must be present to instruct the cadet.

4. The cadet must not act as a supervisor and shall be instructed to that effect.

5. The cadet shall not be given special privileges insofar as the cadet's working conditions are concerned.

6. The cadet shall join the Union during the period of the cadetship.

7. Wherever practicable, qualified employees within the T&D Bargaining Unit shall be given an opportunity to become cadet engineers.

8. Questions affecting cadet engineers shall not be processed through the normal grievance procedure. Any such questions shall be settled directly between Management and Union Representatives.

9. When an unclassified employee enters or re-enters the Cadet Engineering Program, the Company will provide a payment to the Union to cover the cost of the then current Union initiation fee and six months of Union dues, however, without any duplication thereof. In the event the Company extends the employee in the Cadet Engineering Program, the Company will provide the Union with an additional payment for Union dues for the extended period.

The Company will provide the Union with a letter as to any change in the status of an employee in the Cadet Engineering Program. The letter will be given in advance of any such change where practicable.

B. The "Supplemental Agreements" which are attached as appendices to the Agreement are by reference considered to be part of this Agreement and reference herein to a year or an Exhibit such as "(See 1965+47)" or "(See Exhibit 32)" refers to the applicable Supplemental Agreement. Any other separate written agreements between the parties to this Agreement (including grievance settlements other than those below the second step of the grievance procedure), which by their terms are currently applicable to this Agreement, are also considered to be part of the Supplemental Agreements and are by reference considered to be part of this Agreement, subject, however, to their terms and provisions. Any such Supplemental Agreement that is physically attached to the Agreement shall be done so only for administrative convenience and shall not be deemed to have any greater significance than those Supplemental Agreements which by their terms are still applicable but have not been physically attached to the Agreement.

All future such Supplemental Agreements shall be deemed to be so incorporated by reference in this Agreement when executed by the parties.

No deletions, additions or changes in said Supplemental Agreements shall be made without the mutual written consent of the Company and the Union.

C. Any Caption, Index, or Table of Contents attached to this Agreement is provided only for convenience and shall not be deemed to be a part of this Agreement.

ARTICLE XII

PERIOD OF AGREEMENT

This agreement shall become effective as of May 1, 2003, and shall remain in full force and effect until and including April 30, 2008, and thereafter shall be considered renewed for periods of one year provided, however, that a written notice of desire to amend or to terminate it may be given by either party to the other at least sixty (60) days prior to April 30, 2008, or at least sixty (60) days prior to the 30th day of April of any year thereafter; and provided further, however that changes may be made at any time by mutual consent. A refusal by the Company or the Union to exhaust the remedies provided by this agreement as to arbitration shall at the option of the other party to the agreement annul this agreement. (See 1965+47)

IN WITNESS WHEREOF, the parties hereto as of the first day of May 2003 have caused these presents to be signed and their seals to be hereunto affixed by their officers or representatives thereunto duly authorized.

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

By


President and Chief Operating Officer

Attest:

Assistant Treasurer
& Corporate SecretaryLOCAL UNION 320 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS
(A.F. OF L.-C.I.O.)

By


President and Business Manager

Attest:


Recording Secretary

Monica G. Maher
Monica G. Maher

Michael J. Englishby
Michael J. Englishby

John J. Barki, III
John J. Barki, III

Peter P. Barber Jr.
Peter P. Barber, Jr.

James P. Malloy
James P. Malloy

Joseph M. Bunt
Joseph M. Bunt

John P. Kaiser
John P. Kaiser

Mary E. Decker
Mary E. Decker

Michael J. DeAngelo
Michael J. DeAngelo

John F. Fiore
John F. Fiore

Charles F. Lauria
Charles F. Lauria

Vicki E. Gaetano
Vicki E. Gaetano

Lee F. Hoyt
Lee F. Hoyt

Eric S. Holsopple
Eric S. Holsopple

Dominick R. Padavano
Dominick R. Padavano

Maryann R. Johns
Maryann R. Johns

John Grillo
John Grillo

Carol A. Naselow
Carol A. Naselow

Margaret R. Sauter
Margaret R. Sauter

- NOTES -

2003 - 2008TECHNICAL, OFFICE AND CLERICAL (TOC)
AGREEMENT BETWEEN**CENTRAL HUDSON GAS & ELECTRIC CORPORATION****(hereinafter called the Company)****and the****LOCAL UNION 320 OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS A.F. OF L.-C.I.O.****(hereinafter called the Union)**

This agreement is made for the purpose of establishing stabilized conditions of employment, including rates of pay, and working conditions, facilitating the peaceful adjustment of differences that may arise between the parties hereto from time to time, and of promoting harmony and efficiency, to the end that the Company and the Union and the general public may mutually benefit.

In the event the Company should change its name or its ownership, or should sell, lease or transfer its business, or any substantial part thereof, this Agreement shall be binding on its successors and assigns. An absolute precondition to the sale, lease, or transfer of any of the business, or any substantial part thereof, is that any purchaser, transferee, or lessee thereof shall agree to, and become party to, and bound by all the terms, conditions, and obligations of this Agreement including, but not limited to, immediately providing the same wages, benefit plans, level of benefits and all terms and conditions of employment to which such employees were entitled as employees of Central Hudson Gas & Electric Corporation. Upon satisfaction of the preconditions in the previous sentence, the Company shall be released from any and all future obligations and liabilities under this Agreement, and shall be obligated only for an event which occurred prior to the date of any such sale, lease or transfer ("Pre-closing Event"); however, the Company's liability for any Pre-closing Event shall expire thirty-six months after the date of such sale, lease or transfer, or on the expiration of the term of this Agreement, whichever is later ("Open Period"). Notwithstanding the immediately preceding sentence, any claim by an employee that relates to a Pre-closing Event which has been brought to the attention of the Company during the Open Period shall be allowed

to be brought forward in the applicable forum to a final determination and remedy, if applicable, subject, however, to applicable limitations in this Agreement and in law. The Company shall provide for a provision in any acquisition agreement that will obligate the prospective buyer(s) to assume this Agreement in its entirety as provided for in this paragraph. The Company shall provide notice of the terms of this Agreement to any prospective successor entity(s). Such notice shall be in writing with a copy to the Union.

ARTICLE I

REPRESENTATION AND RECOGNITION

A. The Union represents that it has been chosen as the bargaining agent by a majority of all the clerical employees, mechanics and maintenance workers not included in other bargaining units employed by the Company with the exception of executive secretaries, clerical employees in Human Resources, employees on the unclassified payroll of the Company, and the Union is hereby recognized by the Company as the exclusive bargaining agency for all employees in said bargaining unit in all matters respecting rates of pay, wages, hours of work and other conditions of employment, said bargaining unit is herein called the "Technical, Office and Clerical Bargaining Unit" or the "TOC" Bargaining Unit. The Company and Local 320 of the I.B.E.W. have also entered into two collective bargaining agreements, each dated May 1, 2003, covering certain classified employees of the Company as follows: One such agreement covers employees of the Company employed in the transmission and distribution of gas and electricity and is herein known as the "Transmission and Distribution Bargaining Unit", or the "T&D" Bargaining Unit; and the other such agreement covers certain classified employees of the Company in part-time positions and is herein known as the "Part-Time Bargaining Unit" or the "PT" Bargaining Unit.

B. A list of the TOC Bargaining Unit job classifications presently covered hereby and the pay rates applicable thereto are attached hereto and made a part hereof.

C. The Union shall certify to the Company a list of all employees in the TOC Bargaining Unit who are members in good standing in the Union as of May 1, 2003, and from time to time thereafter, shall certify the names of any such employees who thereafter become members. If the Union presents to the Company an authorization signed by each such employee, the Company will deduct from the wages due the amount of the Union

dues as certified by the Union and will promptly remit the amount so deducted to the Financial Secretary of the Union.

Such deduction shall, where possible, be made on a weekly basis.

In the event of a dispute as to whether an employee is a member in good standing of the Union, such dispute, so far as it affects the Company's obligation to deduct for Union dues shall be subject to arbitration as herein provided.

The Company, in making the deduction hereunder, acts only as agent for the Union, and shall not be responsible for errors, negligence, or failure to make deductions if it has acted in good faith.

ARTICLE II

UNION-COMPANY RELATIONSHIP

A. The management of the Company and the direction of the working forces, including the right to hire, suspend, discharge for proper cause, promote, demote, transfer, relieve employees from duty because of lack of work, or for other proper and legitimate reasons, and to determine the number and qualifications of employees required to perform the work, are recognized to be in the Company, except as otherwise provided in this agreement. The Company will give the Union a week's notice before discharging an employee except in cases where such notice is impracticable.

B. The Company agrees that during the period of this agreement there shall be no lockout of members of the Union or the equivalent and the Union agrees that there shall be no strike or the equivalent, it being the desire of both parties hereto to provide an uninterrupted and continuous service to the public.

C. There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee because of the employee's membership in the Union, or because of any lawful activities on behalf of the Union; and the Union, its members and its agents, shall not unlawfully coerce employees into membership in the Union. No Union activities which shall interfere with the performance of work shall be carried on during working time without the consent of the Company.

D. All employees within the TOC Bargaining Unit who, on the date of the signing hereof, are members of the Union in good standing in accordance with the Constitution and Bylaws of the Union, or who hereafter become members of the Union, shall as a condition of employment, remain members of the Union in good standing during the period of the agreement. The Union shall be the sole judge of whether or not its members are in good standing. All persons hereafter hired for job classifications within the TOC Bargaining Unit or transferred to job classifications within the TOC Bargaining Unit, shall, as a condition of employment, be required to affiliate with the union no later than the thirty-first (31st) day after the date of their employment or transfer no later than the thirty-first (31st) day after the effective date of this section, whichever date is later, and shall maintain membership in the Union during the period of this agreement. In the event that a new employee refuses to join the Union, as required by this section, the Company, upon five days' written notice from the Union, shall discharge such employee or transfer such employee to a job classification not within the TOC Bargaining Unit, and thereafter such employee shall not be eligible for a job classification within the TOC Bargaining Unit without the consent of the Union. If an employee who is a member of the Union fails to maintain such membership, as required by this section, the Company shall, upon thirty days' written notice from the Union, discharge such employee or transfer such employee to a job classification not within the TOC Bargaining Unit, the T&D Bargaining Unit or the PT Bargaining Unit, and thereafter such employee shall be eligible for a job classification within the TOC Bargaining Unit only if the employee reinstates the employee's membership in the Union.

E. Neither the Company nor the Union, through their officers, members, representatives, agents or committees, shall engage in any subterfuge of any kind for the purpose of defeating or evading the terms of this agreement.

F. The posting of Union notices on Company bulletin boards shall be permitted, and definite space shall be allotted for this purpose.

G. The Company and the Union agree that the operation or application of various provisions of this agreement shall be subject to all applicable laws prohibiting discrimination against any individual with respect to the status of employment including compensation, terms, conditions, or privileges of employment. Whenever the masculine gender is referred to herein, it shall be construed to include the female gender wherever appropriate.

ARTICLE III

HOURS OF WORK, OVERTIME AND HOLIDAYS

A. 1. The payroll week shall begin at 12:01 a.m. Sunday and end at 12:00 midnight on the following Saturday.

2. The basic workweek shall consist of five consecutive eight-hour days, Monday through Friday, except for employees on shift or special schedule.

3. There shall be two regularly scheduled consecutive days off, except for special schedule employees when the two days need not be consecutive.

4. Overtime shall be paid to employees at the rate of time and one-half (1½) for all hours worked outside the regularly scheduled basic workday, with the exception of overtime worked after 16 consecutive hours worked (See Sections J and P) and on Sunday or certain days off where Sunday is a regularly scheduled workday (See Section G) or on a holiday (See Sections E and F).

B. Special schedule employees are employees the character of whose work requires specially scheduled hours. Such employees may be placed on special schedule not to exceed 40 hours per week. For the purpose of this bargaining unit, employees regularly scheduled for telephone duty, Customer Service Representative - E.H., Customer Service Representative - E.H. - Bilingual, District Courier, Interdistrict Courier, Mechanics, Automotive and Hydraulic Mechanics, Automotive and Hydraulic Partskeeper, Garage Helpers, Maintenance Men/Women not included in other bargaining units and employees assigned to data processing operations shall be considered special schedule employees. Shift employees are employees who work on rotating shifts, on a job which operates 24 hours a day, seven days per week, including Saturdays, Sundays, and holidays. Where employees normally working on shift jobs are scheduled for nonshift work they shall, while so scheduled, conform to the hours and conditions of work of nonshift employees. (See 1946*10, *Exhibit 80 and *Exhibit 86)

C. The regular eight working hours for all employees other than special schedule or shift employees shall be fixed between 7:30 a.m. and 5:00 p.m. (See *Exhibit 54, *Exhibit 86, 1969-5, 1987-M35 and 2003-78)

D. Regularly scheduled meal periods for non-shift employees shall be fixed between 11:30 a.m. and 1:30 p.m., except in emergencies. When, because of an emergency, an employee having a scheduled meal period is required to work through such period and is not assigned an equal meal period within one-half hour before 11:30 a.m. or one-half hour after 1:30 p.m. such employee shall be paid overtime for the period worked in the regular mealtime and shall be assigned a meal period as soon as possible after the starting time of the regular meal period. (See 1946*10)

E. All employees shall be entitled to the following holidays off with pay during the contract year:

Independence Day
Labor Day
Columbus Day
Thanksgiving Day
The Day after Thanksgiving
The Day before Christmas
Christmas Day
New Year's Day
Good Friday
Memorial Day
and President's Day

All holidays falling on a Sunday shall be observed on the following Monday, and all holidays falling on a Saturday shall be observed on the preceding Friday; except if Christmas Day falls on a Sunday or Monday, the day before Christmas holiday shall be observed on the preceding Friday; and except if Christmas Day shall fall on Saturday, the day before Christmas holiday shall be observed on the preceding Thursday.

If any such observed holiday falls on a shift or special schedule worker's first regularly scheduled day off, the day previous to the employee's first day off shall be treated as the holiday; and if it falls on the employee's second regularly scheduled day off, the day following will be treated as the holiday except that if any observed holiday falls on a regularly scheduled day off, such holiday or holidays shall be observed pursuant to the Chart(s) set forth either as an attachment or immediately preceding any index to this agreement.

Two floating holidays will be granted to be taken during each calendar year. These holidays will be granted if the employee was employed on or before October 1 of such calendar year and notification is given to the employee's supervisor not

less than five working days in advance of such holiday, provided, however, any such holiday cannot be taken on a workday which either coincides with, precedes or follows a holiday referred to in this Article III E and further provided such two floating holidays cannot be taken consecutively.

F. Employees regularly scheduled to work on the above holidays and who do work will receive one and one-half times pay for all hours worked and shall receive, in addition, pay for the holiday.

Employees not regularly scheduled to work and who do not work on the above holidays shall receive pay for the holiday at straight time.

Employees called out in an emergency will receive overtime pay at the applicable rate for all the time worked in addition to the holiday pay, but the minimum time paid for such holiday work shall be three (3) hours at the applicable overtime rate.

G. Employees with Sunday as a regularly scheduled day off in any calendar week shall be paid double time for work on that Sunday. Employees regularly scheduled to work on Sunday in any calendar week shall receive double time for work on the second regularly scheduled day off in that calendar week.

Shift or special schedule employees scheduled for work on Saturday or Sunday between the hours of 8 a.m. and 4 p.m. will be paid an hourly premium of \$1.20 effective May 1, 2003, effective May 1, 2004, such hourly premium will be increased to \$1.25, effective May 1, 2005, such hourly premium will be increased to \$1.30, effective May 1, 2006, such hourly premium will be increased to \$1.40, and effective May 1, 2007, such hourly premium will be increased to \$1.50 provided, however, such premium shall not be paid for any work performed for which overtime is paid.

H. Overtime shall be distributed equitably among qualified employees if they are available, having regard, however, to the special type of work to be performed during such overtime. (See *Exhibit 53)

I. Employees who have worked overtime shall not be given time off without pay on a regularly scheduled workday to equalize that overtime.

J. An employee required to work 16 or more consecutive hours shall be allowed a rest period of 8 hours after the termination of said work. If the rest period runs into the beginning of the regularly scheduled basic workday within the basic workweek, such employee shall not lose pay by reason thereof. If the employee does continue working after 16 or more consecutive hours and the period of work extends into the beginning of the regularly scheduled basic workday the employee shall receive pay at time plus double time instead of straight time for the time worked during the employee's basic work period which the employee would otherwise have been entitled to take off. An employee who works overtime between the seventh and fourth hours preceding the commencement of the employee's next regularly scheduled basic work period, if such overtime is not part of a period of 16 or more consecutive hours of work, shall be entitled to time off at the beginning of the employee's next regularly scheduled basic work period without loss of pay equivalent to the number of overtime hours actually worked during the 7 hours immediately preceding the commencement of such basic work period. An employee who becomes entitled to time off under the provisions of the immediately preceding sentence may work the balance of the remaining hours of the employee's basic work period at the beginning of the next scheduled basic work period. However, the Company may request the employee to waive the time off to which the employee is entitled under this paragraph and to continue working. If the employee does continue working pursuant to such request, the employee shall receive pay at double time instead of straight time for the time worked during the employee's basic work period which the employee would otherwise have been entitled to take off.

K. 1. An employee who is called out to work shall be paid for a minimum of three hours' time at the applicable rate except that if such call-out occurs ninety minutes or less prior to the beginning of the employee's basic workday or scheduled work period, the employee shall be paid for a minimum of two hours' time at the applicable rate. If an employee who has worked 16 or more hours consecutively and thus becomes entitled to sleep time is asked to report for work again before the commencement of the employee's next basic workday, the hours actually worked prior to the commencement of the employee's next basic workday shall be added to the hours of sleep time to which the employee is entitled. (See 1971-3)

2. An employee who is scheduled to report to work outside of the employee's regularly scheduled basic workday or basic workweek shall be paid for a minimum of three hours' time at the applicable rate with the exception that if such work is

immediately before or after the basic workday within the basic workweek such employee shall be paid at the applicable rate only for the actual time worked. If the Company decides it does not want the employee to work as scheduled, no payment shall be made if the notice of such decision not to work is given before the employee leaves work on the basic workday within the basic workweek immediately preceding the day on which the job was to have been done.

L. No employee shall be requested or required at any time to be on call or to stand by except when such employee is paid at the applicable rate.

**T
O
C**

M. Shift schedules, including schedules for special schedule employees, shall be posted four weeks in advance. Shift schedules may be changed as required. However, if a shift or special schedule employee's posted schedule is changed so that the employee is required to begin work on the revised schedule with less than forty-eight hours' notice, in the case of shift workers or, in the case of special schedule workers, either twenty-four hours' notice if the reason making the notice necessary is within the Company's control or twelve hours' notice if the reason making the notice necessary is outside the Company's control, in advance of the new starting time, the employee shall be paid one and one-half times the applicable rate for the first shift of the revised schedule. However, where a shift worker's shift is changed to start on an employee's third consecutive day off and notice of change is given less than 72 hours in advance, the employee shall be paid one and one-half times the applicable rate for the first shift of the revised schedule. Premium payment for a change of schedule without sufficient notice will not be paid to an employee who is absent from work on the scheduled day for which such premium would have been payable.

If a shift employee is required to work two consecutive shifts for which the employee would normally be paid straight time, the employee shall receive an additional four hours' pay at straight time.

Shift employees may exchange workdays or hours within a scheduled workweek provided forty-eight hours' written notice is given to their supervisor and provided that such exchange will not result in premium payment. This section shall not apply to employees occasionally assigned to chauffeur duty, while so assigned.

N. Shift and special schedule employees, the majority of whose regular scheduled basic workday hours in any workday occur within the period from 4:00 p.m. to 8:00 a.m., shall be paid a night differential of \$1.20 per hour effective May 1, 2003, and effective May 1, 2004, \$1.25 per hour and effective May 1, 2005, \$1.30 per hour and effective May 1, 2006, \$1.40 per hour and effective May 1, 2007, \$1.50 per hour for the total basic hours worked. However, when the basic hours worked in any workday are less than the majority of total hours worked then the night differential shall be paid only for those basic hours worked within the period from 4:00 p.m. to 8:00 a.m. The night differential shall not be paid for any work performed for which overtime is paid. (See 1969-7)

O. Employees who at the request of the Company are sent outside of the territory of the Company to work on the property of another utility shall receive their regular rate of pay from the Company or the rate paid by the utility on whose property they are working in the nearest comparable classification, whichever of these two rates is the higher. However, if such utility has a pay practice that would pay their employees double time for all hours worked while assigned to any mutual aid on Central Hudson's property, then Central Hudson will adopt a similar pay practice for such assignment to mutual aid on the property of such utility. The double time pay provisions shall be administered as follows:

a. An employee will be paid double time from the time Central Hudson begins billing the requesting company for the employee's services.

b. The double time will cease when Central Hudson stops billing the requesting company for the employee's services.

c. All other pay provisions except for pay on a recognized holiday shall be suspended during the time such employee is being paid double time in accordance with this section O. The maximum pay rate on a recognized holiday shall be double time plus straight time regardless of the other company's holiday pay provisions.

d. If a company does not have a pay practice that would pay their employees double time for all hours while assigned to mutual aid on Central Hudson's property and offers to pay Central Hudson employees at the double time rate while assigned to their property through notification to the Central Hudson Human Resource department, Central Hudson will agree to accept such offer on behalf of the employees.

With respect to holidays or overtime rate on a holiday, the employee shall receive provisions of this Agreement or those of the other utility whichever provides the higher rate of pay to the employee except if an employee is covered under paragraph c above.

All other provisions and conditions, except as to rate, contained in this Agreement shall apply to such work except if an employee is covered under paragraph c above.

T
O
C

P. Double time shall be paid for time worked in excess of 16 consecutive hours, except as may otherwise be provided in Article III-J hereof. (See 1973-67)

ARTICLE IV

SENIORITY IN PROMOTION, TRANSFER, LAYOFF AND REEMPLOYMENT

A. Length of continuous employment in the Company in job classifications included in Local 320 of the International Brotherhood of Electrical Workers A.F. of L.-C.I.O. shall be known as "seniority" except as provided in Section B of this Article; provided that if the period of continuous employment of any employee extends to a date prior to the establishment of this bargaining unit, such continuous prior employment in any capacity shall be included in that employee's seniority. (See *Exhibit 2)

Service shall be the length of continuous employment with the Company.

B. The provisions of this Article IV shall apply to regular employees. It shall not apply to seasonal employees or, except as otherwise specifically provided herein, to employees previously employed by the Company, and in the services of the United States, who return to work. Regular employees are engaged without time limitations. Seasonal employees may be engaged for work only if it will not result in the layoff of regular employees and if it is anticipated the work will not continue for more than six months. If the work continues more than six months, the job will be filled in accordance with the procedures specified in Section D of this Article IV.

The provisions of this Article IV shall apply to the classifications of Customer Service Representative-Part-time and to all job classifications included under the "Part-time Agreement"

by and between the Company and Local 320 of the International Brotherhood of Electrical Workers AFL-CIO except as follows: Seniority for all employees in such "part-time" classifications shall commence only when such employees are assigned to a classification covered by this Agreement or assigned to a classification covered by the T&D Agreement, and such seniority shall accrue only during the period when such employees are assigned to any classification covered by this Agreement or the T&D Agreement. Seniority for Customer Service Representatives-Part-Time shall be determined pursuant to the provisions of the CSR-Part-Time Agreement. The application of any Customer Service Representative-Part-Time and any employee covered by such "part-time" classification for any vacancy or new position in a classification covered by this Agreement which is posted, shall only be processed if no "full-time" applicant qualifies who is covered by this Agreement or the T&D Agreement. (See *Exhibit 54)

C. When an employee is to be temporarily or permanently transferred within the employee's classification, or demoted, the Company agrees to confer in advance with the President and Business Manager of the Local or an alternate in his absence, and in selecting the person to be transferred shall give consideration to seniority, health, ability, residence, individual preferences of employees and similar considerations; however, the Company's decision as to who shall be transferred shall be final.

Where a vacancy exists which is to be filled by posting, no transfer to that vacancy will be made prior to such posting at the request of, or solely for the convenience of, any employee. Nothing herein shall derogate from the right of the Company to make transfers in good faith under the provisions of the preceding paragraph.

D. When vacancies occur or when new positions are created within the TOC Bargaining Unit the Company shall post a notice on its bulletin boards for a period of six working days, setting forth the classification, job duties and requirements, hours and days of work, and wage rate of said vacancies, and whether the job to be filled is a vacancy or a new position. Where the Company knows the number of such vacancies or new positions, it shall state such number in the posting; but if the number is indefinite, the Company shall state that "one or more" vacancies or positions are open. The transfer to the new position will be effective within 30 calendar days after acceptance unless otherwise mutually agreed to by the Company and the Union; but this provision shall not apply to examinations to qualify for future

vacancies. When the vacancy(s) has been filled for 10 working days the posting shall be closed. Employees desiring to be considered shall make application to Human Resources setting forth their qualifications. Employees who do not make application within the period of posting of the notice shall have no right to consideration for the job. The Union shall be supplied with copies of the notices. (See Exhibit 24, *Exhibit 86 and 1981*27)

E. 1. The Company shall have the right to determine the classification of a job when it is posted and the minimum qualifications required for any job. Qualifications for any position within the bargaining unit shall be demonstrated by an examination. In the event that more than one person receives a passing mark on such examination, seniority among the persons passing shall govern. If two or more employees who qualify for a posted job have equal seniority, length of service in the Company shall govern. If two or more employees of equal seniority and equal service pass an examination for promotion, the employee receiving the highest mark on the examination shall be entitled to the position, except that as between probationary employees the selection will be made based on service from those who qualify by examination.

2. The examination shall be prepared, given and graded by a committee composed of one representative of the Company and one representative of the Union; except with respect to the selection of Chief, two examiners from the Company and two from the Union may be appointed. The examination for Customer Service Representative - E.H., Customer Service Representative (3/C, 2/C and 1/C) and the examination for Customer Service Representative - Part-time (3/C, 2/C and 1/C) shall, in addition, require a personal appraisal on which the passing grade shall be 75%. When a personal appraisal is required in connection with job promotion, two representatives of the Union and two representatives of the Company shall prepare and submit their appraisals. Such representatives of the Union shall be appointed by the President and Business Manager or other acting executive officer of the Union. In the event that such representatives are unable to agree upon any question concerning the examination including time, place and content, the dispute shall be referred to the President of the Company whose decision shall be final. (See Exhibit 3 and 2003-74)

3. An employee who has passed an examination for any classification, shall not be required to take another examination (other than physical) for the same classification within a period of sixty months, unless the employee's mark has been voided as specifically provided in this agreement or unless, in the opinion of

the Company the employee's ability to perform the work has changed or the job content has changed in the interval. Notwithstanding the preceding sentence, an employee's mark for the aptitude portion of a Chief classification test would not expire at the end of such 60-month period, but would continue so long as such employee is in and remains in the series such employee is attempting to qualify for. However, an applicant wishing to be considered for a position must, regardless of previous qualifications, submit an application for a vacancy each time it is posted. (See Exhibit 3 and 1973*35)

Applicants who have marked their bid form to indicate that they are applying for the posted position only for the purpose of achieving a holding mark only ("HMO") status shall not be offered such position. Employees can change their election regarding their HMO status up to and including the day of the test or appraisal (whichever is later).

4. Except as otherwise specifically provided in the Working Agreement, an employee who receives a mark of 60% or less on an examination for any classification shall not be eligible to take an examination for the same classification within a period of six months unless, in the opinion of the Company, there is a demonstrated need to waive this requirement. However, this six-month disqualification shall not apply to the senior applicant.

5. (Reserved)

6. The Company and Union agree individuals assigned to Maintenance Worker 1/C and Maintenance Worker 2/C through the post and bid procedure shall be assigned through a jointly agreed to, and administered aptitude examination.

7. The following selection and training procedures shall apply only to the following job classifications:

Chauffeur-Mechanic
District Courier
Telephone Representative
Interdistrict Courier
Record Control Clerk
Automotive & Hydraulic Partskeeper
Stationery Storeroom Clerk
Clerical Specialist
Drafter
Stationery Storekeeper/Courier

a. The selection of a candidate to train for the posted position will be made from those who apply through the use of a general ability examination on which the passing mark shall be 75%. If the applicant for training is transferring to a job in a higher pay group, the employee will be continued at the employee's present pay and will be trained for the position. If the applicant for training is transferring to a job in a lower pay group, the employee shall go to the highest pay step of the lower pay group or stay at the employee's existing rate of pay, whichever is lower. Examinations for customer contact positions shall in addition require a personal appraisal on which the passing grade shall be 75%.

b. If the selection of a trainee is made from employees with more than six months' service with the Company, the seniority provisions applicable to promotions shall apply. In the event the selection is made from employees with less than six months' service, the selection will be made based on service from those who qualify by examination.

c. The Company will predetermine the length of time necessary for training in each classification below the posted classification and in the posted classification for which the individual is being trained and so notify the Union. Such training shall be of no less than three nor more than six months' duration, except as otherwise specifically provided herein or in the job specifications. The trainee's classification will be increased as progress is demonstrated by passing an appropriate job knowledge examination(s) on which the passing grade shall be 75%. Upon completion of such predetermined training period(s), the trainee will be required to pass such job knowledge test before being assigned to the posted classification and the pay applicable thereto.

If the trainee does not qualify or meet the job requirements within a reasonable qualifying period, such trainee will be returned to the employee's former classification or the employee's training period may be extended by agreement between the Company and the Union President and Business Manager.

d. If in the opinion of the Company the position must be filled before training can be completed, the Company reserves the right to bring in qualified persons from outside Local 320.

8. (Reserved)

9. In the event no employee passes the examination(s) for a posted position, the Company, in such cases reserves the right to bring in qualified persons from outside Local 320. (See 1983-10B)

10. If the successful applicant for any position within the TOC Bargaining Unit desires to return to the employee's former position, the employee must within two weeks after the employee's assignment to the new position forward the employee's request in writing to Human Resources through the employee's supervisor. The employee will be reassigned within two weeks to the position from which the employee was transferred (and any person who is filling that position must also return to the employee's former position), and the next senior qualified bidder will be transferred to the vacancy. If on two separate occasions within a three-year period an employee elects to return to the employee's former position after assignment to another position, the employee shall be ineligible for a period of twenty-four months (measured from the date of the second election to return to the employee's former position) to bid for any position within the classification within the work group designated in the posting applicable to the position from which the employee returned. An employee who has qualified by exam, but has neither withdrawn from the posting nor elected a holding mark only ("HMO") status, may be assigned to the position and any refusal at the time of assignment would be considered as a return to a former position under this paragraph. In addition, any employee who has a holding mark, bids for a position and does not withdraw prior to being assigned to the position, may be assigned to the position and any refusal at the time of such assignment will be considered as a return to a former position under this paragraph. (See Exhibit 26 and 1987-24)

11. All applicants outside the TOC Bargaining Unit, the T&D Bargaining Unit and the PT Bargaining Unit will be excluded from the foregoing examination procedures described in this Article until all applicable provisions with respect to selection are exhausted for members of such Units; however, persons from outside the TOC Bargaining Unit, the T&D Bargaining Unit, and the PT Bargaining Unit may be included in the exam procedure by mutual agreement. This exclusion, however, shall not apply to the arrangement with respect to the transfer of disabled employees as set forth in Article IX.

12. A job applicant's final mark on the examination will be made available to the employee upon specific request to the employee's supervisor; however, marks of other applicants will not be divulged. Furthermore, upon request of the employee, the

supervisor, in the interest of employee self-betterment, shall discuss such employee's lack of specific job knowledge or aptitude as demonstrated by the examination with the employee so that the employee may have an opportunity to improve the employee's knowledge of the job for future opportunities which may arise. (See 1981*25)

13. In no event will the specific marks attained on individual tests or questions be given. The results as determined by the examiners shall be final.

F. When a vacancy occurs or when a new position is created in the first level of supervision outside of the TOC Bargaining Unit, unless the vacancy is to be filled by the transfer of an unclassified employee, the Company shall post a notice on its bulletin boards for a period of six days setting forth the job duties and requirements and hours of work. When a vacancy occurs or when a new position is created in those unclassified positions other than first level supervision which the Company may reasonably expect can be filled by qualified personnel from within the TOC Bargaining Unit, unless the vacancy is to be filled by the transfer of an unclassified employee, the Company shall post a notice on its bulletin boards for a period of six days setting forth the job details and requirements. When such a vacancy is to be filled by the transfer of an unclassified employee, the Company will notify the Union in advance of filling such vacancy. Additional information with respect to job requirements and rate of pay may be obtained from Human Resources. Employees desiring to be considered shall make application to Human Resources setting forth their qualifications. The foregoing provisions shall not apply to positions which the Company feels must be filled by employing college graduates from outside the Company. When a vacancy for Procedures Analyst occurs which is not to be posted, the Company will notify the Union in advance of filling such vacancy. The provisions of Article X shall not apply to these promotions. (See Exhibit 117)

G. In the event it becomes necessary to reduce in rank an employee from an unclassified position, any time within two years after the time of promotion and provided the employee has continued to pay Union dues and assessments, the employee shall be returned to the classification within the TOC Bargaining Unit if the employee was promoted from such Unit and shall assume in it the employee's seniority, plus seniority equivalent to the time accumulated in the unclassified position. If the employee cannot perform the work to which assigned, the employee's assignment within a classification covered by this agreement shall be mutually agreed upon by the Company and the Union. While in

the unclassified position, the employee shall have no bidding rights on other jobs within the T&D Bargaining Unit, the TOC Bargaining Unit or the PT Bargaining Unit; during such time, the employee may continue Union membership, but is not compelled to do so. If the employee was not promoted from the TOC Bargaining Unit, the employee shall not be included in it except by mutual agreement.

Any employee returned to the TOC Bargaining Unit from an unclassified position pursuant to this paragraph shall have such a return considered as a return to a former position under Article IV E 10 hereof.

H. New employees shall have no seniority for the first six months of their employment. During such periods new employees will be considered probationary and the Company may dismiss them at any time without regard to the other provisions of this agreement. This probationary period shall not extend beyond six months unless the Company and the Union agree that the circumstances of the case warrant an extension.

I. *An employee who is promoted or transferred shall be given a reasonable qualifying period in which it shall be determined whether or not such employee can meet the job requirements. During this period such employee shall be instructed and trained in the job. An employee failing to meet the job requirements within this period shall be reassigned to the classification from which such employee was promoted or transferred and the employee's exam mark will be voided. The foregoing provisions do not apply to classifications in the automatic progression series.*

J. Employees will be laid off in reverse order of their seniority when curtailment of activities makes a reduction of the working force necessary. If the employees to be laid off have equal seniority, they shall be laid off in the reverse order of their service with the Company. For purposes of this paragraph only, the term "employees" shall mean all Company employees represented by Local 320 of the International Brotherhood of Electrical Workers A.F. of L.-C.I.O. (excluding those employees under the "part-time" contract) so that layoffs shall be so affected pursuant to a combined list of such employees. (See 1983-M29)

K. Lists showing service and seniority shall be supplied to the Union quarterly. The Union shall be given notice of the hiring of new employees within 10 days of their employment. (See 1979-48 and 1981-21)

L. 1. Employees who are laid off for lack of work and as of the date of layoff have completed one year or more of continuous service, shall be given an allowance of one week's base pay for each full year of continuous service. If the employee accepts a separation allowance, the Company shall not be obliged to rehire such employee. Such separation allowance must be accepted or rejected in writing within four weeks after the effective day of layoff. If such separation allowance is rejected, the employee's rights to re-employment shall be governed solely by the provisions of Article IV-L 2.

2. If after completion of the post and bid procedure additional employees are needed, employees who have not elected the separation allowance referred to in Article IV-L 1 hereof and who shall, within the applicable "recall" period noted below, by written notice, be offered a position on the basis of "last out, first in" in the classification to be filled:

<u>Years of Service</u>	<u>Period of Recall Right From Layoff Date</u>
Less than 6 months	No recall
More than 6 months to 1 year	6 months
More than 1 year but less than 2 years	18 months
More than 2 years but less than 5 years	24 months
5 or more years	36 months

provided that each such laid-off employee meets the minimum qualifications, the physical condition of the laid-off employee is no worse than at the time of separation and such employee accepts such position by making a written acceptance to the Company within 14 days of either the employee's written acknowledgment of receipt of the Company's notice or the date which the U.S. postal authority indicates that it was unable to deliver such notice at the employee's address last supplied to the Company by the employee. The Company's notice shall be sent by certified mail, return receipt requested, to such employees, at such employees' latest mailing address supplied to the Company by the employee and a copy of such notice shall be supplied to Local 320. The employee's acceptance shall also be sent by certified mail, return receipt requested, to the Company's Human Resources Department.

M. 1. Seniority shall accumulate during the period when an employee is temporarily in the military service, maritime service or merchant marine.

2. Should a promotion be made while an employee is temporarily in military service, maritime service or merchant marine to which such employee would have been entitled if working at the time, such employee shall, upon return from such service, be placed in the higher classification provided that such employee is able to perform the work, and the employee with the least seniority in that classification shall be returned to the lower classification from which the employee came. If a surplus is thereby created in the lower classification, the provisions of Article IX, Section D shall be applied.

N. 1. When it becomes necessary to select candidates for beginning jobs in the automatic progression series an appropriate general ability examination will be given. Of those who pass such an examination, the candidate with the greatest amount of continuous seniority in Local 320 will be selected. (See Exhibit 117).

2. When the Company has a need at a particular headquarters for additional employee(s) in a first-class classification in the automatic progression series, the Company will place a notice on its bulletin boards announcing such need and will consider requests from (1) those employees presently in the same first-class classification in a different headquarters who may want to laterally transfer, (2) those employees who were transferred pursuant to Article IX-D and who retain a first-class rating in such classification, and (3) those second-class and third-class employees presently in the same classification who request a lateral transfer; and any such transfer will be made according to seniority.

3. When the Company desires to start an applicant in a job subject to automatic progression, the lowest job classification in the progression series shall be posted and the proposed headquarters shall be designated. At any time, or upon completion of the progression, the Company may assign those in the progression series to any headquarters within the TOC Bargaining Unit. (See 1987*56)

However, before assigning an employee to a headquarters at the first-class level, if no prior notice has been made as provided in Paragraph 2 above, the Company will place a

notice on its bulletin boards stating the proposed headquarters and will consider requests as provided in Paragraph 2. (See 1981-M34b)

4. An employee who fails to qualify for promotion within the maximum time in grade stated for the particular classification will be reassigned to the classification, pay group and pay step from which such employee entered the program and will be considered ineligible for future training in the craft in which such employee failed to qualify for a minimum of 60 months from the date of such failure, except that an employee who is entitled to an additional opportunity to qualify under Article IV N 5 hereof and who fails such additional opportunity shall have no such reentry-right. This reentry-right after 60 months can be exercised once only for the craft in question. If there is no vacancy in the classification, pay group and pay step to which such employee is reassigned, the Company shall reassign an employee within that classification pursuant to the provisions of Article IX-D 3 hereof. However, if the employee who fails the test had no such classification because such employee was hired directly into the automatic progression series, such employee may be discharged.

5. Employees who are on automatic progression at the second-class level and who fail to qualify for a first-class rating will be given one additional opportunity to qualify. The second qualifying examination will be given at the option of the Company any time between six months and one year following the first examination. If such employee fails the second time, such employee will be returned to the job classification, pay group and pay step which such employee held before entering the program and will be considered ineligible for future training in the craft in which such employee failed to qualify. If there is no vacancy in the classification, pay group and pay step to which such employee is reassigned, the Company shall reassign an employee within that classification pursuant to the provisions of Article IX-D 3 hereof. However, if the employee who fails the test had no such classification because such employee was hired directly into the automatic progression series, such employee may be discharged.

6. a. The following selection procedures shall apply only to the job classifications set forth below. (See 1989-16B)

b. Accounting Clerk - Third Class

This classification will be filled pursuant to a jointly administered examination (combination of a standardized 50% clerical and 50% bookkeeping) and shall progress to Accounting

Clerk - Second Class based on passing a jointly administered job knowledge examination.

c. Accounting Clerk - Second Class

This classification shall progress to Accounting Clerk - First Class based on passing a jointly administered job knowledge examination.

d. Accounting Technician - Third Class

This classification will be filled pursuant to a jointly administered examination (75% bookkeeping, 25% aptitude), and shall progress to Accounting Technician - Second Class based on passing a jointly administered job knowledge examination.

e. Accounting Technician - Second Class

This classification shall progress to Accounting Technician - First Class based on passing a jointly administered job knowledge examination.

f. Accounting Specialist - Third Class

This classification will be filled pursuant to a jointly administered theoretical examination. In addition to passing the theoretical examination, the successful applicant must possess an Associate's Degree in Accounting from an accredited college or university or have two years of advanced education beyond high school with a minimum of 14 credit hours in accounting. This classification shall progress to Accounting Specialist - Second Class based on passing a jointly administered job knowledge examination.

g. Accounting Specialist - Second Class

This classification shall progress to Accounting Specialist - First Class based on passing a jointly administered job knowledge examination.

h. Clerical Assistant - Third Class

This classification will be filled pursuant to a jointly administered standardized examination related to general clerical skills and shall progress to Clerical Assistant - Second Class based on passing a jointly administered standardized examination related to general clerical skills.

i. Clerical Assistant - Second Class

This classification shall progress to Clerical Assistant - First Class based on passing a jointly administered job knowledge examination related to general clerical skills.

**BEGINNING JOBS IN THE AUTOMATIC
PROGRESSION SERIES OR JOB CLASSIFICATION
AFFECTED BY AUTOMATIC PROGRESSION**

**T
O
C**

<u>Classification</u>	<u>Minimum Time In Grade</u>	<u>Maximum Time In Grade</u>
Estimator 2/C	Several	3½ years
Estimator 3/C	Experience	1 year
Data Entry Operator-Trainee	Experience	1 year
Programming Assistant-Trainee		1½ years
Junior Programming Assistant	3 years	3 years
Automotive and Hydraulic Mechanic 2/C	1 year	*2½ years
Automotive and Hydraulic Mechanic 3/C	1 year	1 year
Building and Grounds Mechanic 2/C	Several	2½ years
Building and Grounds Mechanic 3/C		1 year
Engineering Drafter 2/C	2½ years	3 years
Engineering Drafter 3/C	1 year	**1½ years
Customer Service Representative 2/C	Experience	1½ years
Customer Service Representative 3/C	Experience	1 year
Customer Service Representative 2/C-P.T.	Experience	3 years
Customer Service Representative 3/C-P.T.	Experience	2 years
Accounting Clerk 3/C	Experience	1½ years
Accounting Clerk 2/C	Experience	2 years
Accounting Technician 3/C	Experience	1½ years
Accounting Technician 2/C	Experience	2½ years
Accounting Specialist 3/C	Experience	1½ years
Accounting Specialist 2/C	Experience	2½ years
Clerical Assistant 3/C	Experience	2½ years
Clerical Assistant 2/C	Experience	3 years

*See 1987*56

**See *Exhibit 96 and 1996*33

O. 1. The following shall apply to any returns or reassignment to a classification/position as permitted or required by Article IV thereof:

a. After the 30th day from the award of the winning bid for the sale/transfer of either of the Plants, *no such return or reassignment shall be permitted or required if the result would be that the employee would return or be reassigned to the TOC Bargaining Unit.*

b. With respect to any such return or reassignment precluded by Article IV M paragraph 2 hereof, the employee shall be assigned to a classification within the TOC Bargaining Unit as the Company, in its sole discretion, shall determine; however, the employee's wages shall not be less than the pay group and pay step of the classification from which such employee entered the position from which the employee is being assigned.

c. In all other cases, transfers/assignments to and from the TOC Bargaining Unit shall be subject to the limitations set forth in Exhibit 117.

ARTICLE V

WORKING CONDITIONS

A. 1. The safety rules and regulations established by the Company or governmental authority shall be strictly adhered to by both the employees and the Company, and the Company shall enforce these rules and regulations uniformly. The representatives of the Company and the Union shall meet at the request of either to discuss the reasonableness of safety rules and regulations. Proposed changes in safety rules and regulations shall be submitted to the Union for full discussion before becoming effective. (See 1969-10, 1973-27, 1977-M21 and 1979-51)

2. A Union Representative may at the option of the Union be present while accident investigators are interviewing members of the bargaining unit to determine the facts involved in accidents.

B. In emergencies, employees will perform any work for which they are qualified. However, employees in a lower classification will be used for work in a higher classification only

when those in the higher classification are unavailable or exhausted. Emergencies shall be defined as unforeseen circumstances. Unclassified employees shall not do any work being done by members of the bargaining unit, except in an emergency, or when qualified employees from within the bargaining unit are not available.

The above provisions are not intended to prevent unclassified employees from performing their normal clerical recording and general office functions provided the performance of such work does not cause the elimination of any employee of the bargaining unit.

C. An employee may be assigned temporarily to perform the duties of a higher classification for which the employee is qualified. When so assigned for periods of one hour or more, the employee shall be paid two pay steps above the employee's present pay or the starting rate in the higher classification, whichever of these two is the highest. If replacing a higher classification that is only one pay step higher, the employee shall be paid one pay step above the employee's present pay. If the employee previously was a regular occupant of the higher classification, the employee shall be paid the pay step of the pay group currently applicable to a person having service in the higher classification equal to the employee's former service in that classification. If replacing an unclassified employee for one hour or more, the employee shall receive two pay groups above the employee's present pay.

D. When the Company requires any employee to work at a point remote from such employee's normal headquarters, such employee shall be transported between the normal headquarters and the location of the work at the Company's expense and on Company time at the beginning and end of the job. When such work lasts over a weekend, the Company will, at the end of the working week, furnish transportation back to the employee's normally designated headquarters and, at the beginning of the next working day, from the normally designated headquarters to the temporary location, but such transportation is to be on the employee's own time. No transportation allowance will be paid to those who do not use the transportation provided by the Company. The Company will pay such employee, as additional wages, an amount of \$75.00 per day. (See +Exhibit 68 and 1987-23)

E. An employee required to continue work for a period longer than two hours beyond the scheduled quitting time shall be entitled to a meal furnished or paid for by the Company and to an additional meal for each additional five hours work thereafter.

An employee called out to work outside of scheduled working hours shall be entitled to a meal furnished or paid for by the Company for each five hours worked. An employee who is called to work before or after the regular workday schedule and misses a meal or meals thereby, or is scheduled to report for work more than one hour in advance of the employee's regular working hours and misses a meal or meals thereby, shall be entitled to a meal or meals furnished or paid for by the Company. These overtime meals shall be eaten on Company time and only such time shall be taken as is reasonably necessary to obtain and eat the meal. If the employees other than shift or special schedule employees are scheduled to report for overtime work on Saturday, Sunday or a holiday more than one hour in advance of the employee's regular starting time and the job extends beyond the normal noon hour, the Company shall provide a suitable lunch. If a shift employee is scheduled to report for overtime work on the employee's regularly scheduled day off more than one hour in advance of the regular starting time of the shift to be worked and the job extends beyond the next normal meal period, the Company shall provide a suitable meal. (See Exhibit 32)

F. No regular full-time employee, except probationary employees, shall be laid off without two weeks' prior notice. This provision, however, shall not apply to discharges.

G. The Company will not increase the hours of work beyond those now worked in order to reduce the working force, unless required to do so by governmental orders.

H. Whenever the Company makes a permanent reassignment of an employee from one headquarters to another, the Company will for a period of eighteen months after such reassignment protect the employee against additional cost for transportation and if the employee moves to the new location within an eighteen-month period after such reassignment, the Company will pay the employee's moving expenses. When an existing headquarters is physically relocated a distance of more than 10 miles, the employees assigned thereto will be reimbursed for any additional mileage in accordance with the mileage rate set forth. Mileage reimbursement for transportation shall be paid at the rate of ~~36¢~~ per mile provided, however, if during the term of this Agreement, the Internal Revenue Service increases the "non-taxable" limitation for employees paid mileage allowance, the

Company will adjust such ~~36¢~~ per mile allowance accordingly. After said eighteen months, if the employee has not moved, the employee will be required to provide the employee's own transportation. After said eighteen months, if the employee has not moved, any moving expenses incurred after said eighteen-month period will not be subject to such reimbursement.

I. The Company shall continue its present practice with respect to the replacement in kind of tools furnished by the employee and required for the employee's job, which are lost, worn out or broken while in use on Company property. The Company will replace tools that are stolen as a result of a break-in of a Company building provided the employee had properly secured the tools.

J. Whenever it is necessary to bring together for a period of more than one hour a group of four or more employees to work together as a crew at maintenance mechanic's work, and none of the group is a Chief Working Mechanic, then the qualified employee of the highest classification in such group who has seniority shall be in charge of the group and shall be paid for the time when so in charge at the rate of a Working Foreman/Forewoman.

K. When any work of the type customarily performed by the members of the bargaining unit is to be contracted out, preference shall be given to qualified contractors employing members of the International Brotherhood of Electrical Workers, provided that nothing herein shall require the Company to violate Federal, State or Municipal regulations, to delay the work, or to employ a contractor either not readily available or not equipped to do the work. It is further stipulated and agreed that if the Company is unable to obtain a qualified contractor under the specifications outlined above or feels that it is called upon to bear costs not reasonable by comparison with the Company's estimates, the matter shall become the mutual concern of the President of the Company and the International President of the International Brotherhood of Electrical Workers who shall cooperate to adjust the matter with due regard to all factors involved.

L. Employees affected shall be notified of standard procedures and practices, changes in equipment, and operating practices, all of which shall be made available to them.

ARTICLE VI

RATES OF PAY

Each step in the pay groups in effect prior to May 1, 2003 shall, effective May 1, 2003, be increased by 3.75%, and each step in the pay groups in effect prior to May 1, 2004 shall, effective May 1, 2004, be increased by 3.5%, and each step in the pay groups in effect prior to May 1, 2005 shall, effective May 1, 2005, be increased by 3.5% and each step in the pay groups in effect prior to May 1, 2006 shall, effective May 1, 2006, be increased by 3.25%, and each step in the pay groups in effect prior to May 1, 2007 shall, effective May 1, 2007, be increased by 3.25%. Each employee shall move to the next pay step within the pay group applicable to the employee's classification as of the date on which the employee's length of service in the classification qualifies the employee for the next pay step.

Where an employee transfers from one job classification to another, if such transfer is to a job in the same pay group, the employee shall go to the step in the pay group for the new classification equal to the employee's present pay. Where the transfer is to a job in a higher pay group, the employee shall go to the step in the new pay group one pay step higher than the employee's present pay or to the lowest step of the new pay group if that is higher.

Where an employee voluntarily transfers to a job in a lower pay group, the employee shall go to the highest pay step of the lower pay group or stay at the employee's existing rate of pay, whichever is lower. Where an employee is demoted by the Company, the employee shall go to the highest pay step of the lower pay group or to the employee's existing pay, whichever is lower.

ARTICLE VII

JOB SPECIFICATIONS

The Company shall continue the job specifications which have been agreed upon between the Company and the Union as of the date of this agreement. Changes in such job specifications during the term of this agreement may be made with the consent of both parties. Proposed changes may from time to time be discussed between the committee of the Union and representatives of the Company appointed for that purpose.

ARTICLE VIII

VACATION - LEAVES OF ABSENCE

A. 1. During the term of this agreement, regular employees who have completed the following continuous years of service requirements shall be entitled to vacations in that calendar year as follows:

6 months' service on or before October 1	1 week
1 year's service on or before October 1	2 weeks
5 years' service on or before October 1	3 weeks
15 years' service on or before October 1	4 weeks
22 years' service on or before October 1	5 weeks
30 years' service on or before October 1	6 weeks

2. Pay for each week of vacation shall be five days at the rate of eight hours of straight time. All vacations will be granted, so far as possible, in accordance with the desires of the employees in the order of their seniority. Any days in excess of ten may be taken within the normal vacation period only if operating conditions permit it, otherwise they must be taken outside of the normal vacation period. The normal vacation period shall be between May 1 and September 1.

3. Employees may elect to take their vacations at any other time to suit their plans, provided that it is possible for them to do so without adversely affecting the operation of the Company's business.

4. Employees may in any year defer up to the equivalent of ten days of the vacation to which they are entitled and may use those days during any subsequent year. The time of taking such days shall be subject to the approval of the employee's supervision and must be taken in units of not less than one day. The maximum accumulation shall be no more than ten days. A regularly scheduled vacation for any current year will in scheduling take precedence over a carry-over vacation proposed to be taken in that year. (See 1981-43)

B. Should a holiday be observed while an employee is on vacation, the employee shall be entitled to an additional day off with pay at the beginning or end of the employee's vacation.

C. 1. Vacations will normally be taken in periods of full weeks. Employees eligible for three or more weeks of vacation may take up to two weeks of vacation as single days if operating conditions permit.

2. Vacation schedules shall be established and posted on bulletin boards a reasonable time in advance of the normal vacation period. All changes or selections made after May 1, in any year will be made only with the approval of the employee's supervisor and the agreement of any employee whose vacation is affected thereby. (See *Exhibit 54, Exhibit 125 and 2003*46)

3. Full weeks of vacation shall take precedence over individual days of vacation for scheduling purposes.

D. Employees shall be given, in advance, the pay due to the paydays falling within their vacation period if they so desire and apply.

E. Any employee who leaves the Company for any reason shall be granted a vacation if taken before the date of separation or given vacation pay if the employee works up to the date of separation; provided, however, that an employee who resigns without giving the proper notice shall not be granted a vacation or given vacation pay. By "proper notice" is meant that the employee shall have informed the Company sufficiently in advance so that the employee shall work at least two weeks before the termination of the employee's employment with the Company.

The vacations granted in these cases shall, for regular employees with more than six months of continuous employment, be one day (eight hours) for each completed month of employment, for regular employees with five or more years of continuous employment shall be one and one-half days (twelve hours) for each completed month of employment, for regular employees with 15 years or more of continuous employment, shall be two days (sixteen hours) for each completed month of employment, for regular employees with 22 years or more of continuous employment, shall be two and one-half days (twenty hours) for each completed month of employment, and for regular employees with 30 years or more of continuous employment, shall be three days (twenty-four hours) for each completed month of employment, starting in each case with the preceding July 1. If the employee elects to take a separation allowance the employee shall not be entitled to vacation provisions in addition thereto. In no case shall an employee who leaves the Company's employ be given a greater vacation allowance than the employee would have been entitled to had the employee remained with the Company through the ensuing vacation period.

F. The Company will apply the following rule so long as it is not abused:

In the event that an employee is or becomes ill prior to the employee's scheduled vacation or is admitted to a legally constituted hospital during the employee's scheduled vacation and it is determined that the illness or injury was in no way attributable to the employee's reckless or willful action while on vacation, the period of the employee's illness or hospital confinement, and any subsequent period of confinement to bed, will be processed in accordance with Section H of this Article. Any remaining vacation will be rescheduled in accordance with this Article. (See 1969-13)

G. (Reserved)

H. Payment for personal noncompensable disability shall be made in accordance with the Disability Benefits Plan filed under the New York State Disability Law. (See Exhibit 82)

In cases involving compensable disability, the Company will for employees having at least six months of continuous service pay the difference between regular take-home pay and the amount received for compensation for the first four weeks of disability.

Payments beyond those above enumerated may be continued at the discretion of the Company. The Company reserves the right to have its own doctor check on claims of disability.

In no case shall the Company be obligated to pay any amounts for a disability with respect to which the employee is entitled to receive insurance proceeds covering lost wages as provided under Article XVIII ("No Fault") of the Insurance Law of New York.

1. Employees who are selected by their Local Union to serve as accredited delegates to conventions or similar meetings shall, after reasonable notice to the Company, be granted a leave of absence without pay for sufficient time for this purpose.

2. An employee who is selected or appointed to serve as Business Manager for the Local Union shall after reasonable notice to the Company, be granted a leave of absence without pay during the employee's term of office and shall continue to accumulate seniority throughout the leave of absence. Upon termination of the employee's duties, the employee shall be

reinstated in the employee's former position provided the employee is physically able to perform the work and it has not been eliminated. If the position has been eliminated, or the employee is physically unable to perform the work, the employee shall, by agreement with the Union, be placed in a classification for which the employee is qualified, and the employee with the least seniority in that classification shall be returned to the lower classification from which the employee came. If a surplus is thereby created in the lower classification, the provisions of Article IX, Section D, shall be applied. The number of employees on leave of absence for this purpose shall not at any time exceed one unless increased by mutual agreement. (See Exhibit 111)

3. Employees who have had at least six months of continuous service will be permitted to be absent without loss of pay for not more than five working days, which need not be taken consecutively, because of the death of a father, mother, brother, sister, husband, wife, child, father-in-law or mother-in-law, and not more than three days because of the death of a grandparent or grandchild. (See 1971-55)

If an employee is on vacation and a death in the family occurs during such vacation, such allowable absence shall not be considered as vacation time.

4. Regular employees who are members of the National Guard or Reserve Corps will be allowed up to four weeks' leave of absence without pay except as hereinafter provided for military duty. If such military duty is required of such members to maintain their status in the National Guard or Reserve Corps and such service is paid for by the Government, and the rate paid for such service is less than the employee's normal daily compensation, the Company will pay the difference for each day while on military duty, but not in excess of ten days. (See Exhibit 47, 1971-60, 1989-7B and 2003-17)

5. Employees serving on jury duty shall be given leave of absence for those days during their normal workweek when they are serving on jury duty. If the jury rate paid for jury service is less than the employee's normal daily compensation, the Company will pay the difference. (See Exhibit 9 and 1981-M24)

6. Employees who have had at least one year of continuous service will, with the consent of the Supervisor, be permitted to be absent without loss of pay for not more than five working days in any year in the event of sickness in the family or for personal business of a nature that cannot be taken care of in other than normal working hours, provided that in cases of

sickness in the family, payment for absence in excess of five days may be allowed at the discretion of the Company. Notification of the intended absence for this reason shall be given to the Supervisor as far in advance as possible. Such personal time, in whole or in part, shall not be used to extend the vacation period. (See *Exhibit 40 and 1969-44)

J. A regular employee shall be granted a leave of absence without pay after reasonable notice to the Company, provided that the conditions of work at the time are such that the employee's services can be spared. Leaves of absence shall accumulate at the rate of one week for each full year of consecutive service with the Company subject to no limitation as to the aggregate weeks of leaves of absence which can be accumulated. Leaves of absence may be taken in whole or in part; provided, however, no employee during the employee's employment career with the Company may take leaves of absence which in the aggregate exceed the total leaves of absence accumulated during the employee's working career with the Company. Leaves of absence taken prior to July 1, 1977, will not be subtracted from an employee's entitlement on and after July 1, 1977. During these leaves of absence, seniority shall accumulate. If an employee overstays such leave or if the employee accepts employment elsewhere during such leave without the consent of the Company, the employee's employment with the Company shall be deemed to have terminated. If leave of absence is extended by the Company, seniority shall continue to accumulate during such extended leave. (See 1975-16, 1983-18 and 1989-17)

K. Mechanics employed on rotating shift, while so employed, shall be governed by the same working conditions and pay differential then in effect for other shift employees of the Company.

L. The Company may continue to use its present method of assigning employees of this bargaining unit to relieve Order Dispatchers, especially on vacation, sick time, holidays, and while absent during normal working hours.

ARTICLE IX

EMPLOYEE BENEFITS

A. (Reserved)

B. The Company will continue its present Retirement Income Plan (subject to amendment to reflect Items 4 and 16, of

the 2003 Memorandum of Agreement), Group Life Insurance Plan (subject to amendment to reflect Item 12 of the 2003 Memorandum of Agreement) the Disability Plan and the Savings Incentive Plan (subject to amendment to reflect Item 5 of the 2003 Memorandum of Agreement) as long as it is entitled under applicable law to a deduction for income tax purposes of amounts contributed thereto.

C. The Company shall not hire temporary employees if such hiring will result in the layoff of regular employees.

D. 1. No employee will receive a reduction in pay during the term of this contract by reason of layoff due to lack of work, if at the date of layoff, the employee has had ten or more years of continuous employment with the Company.

2. The Company shall have the right to transfer or reassign any employee during the term of this contract due to a layoff or lack of work situation, provided that the Company will not transfer or reassign such employee to a job classification which at the time of transfer has a greater rate of pay than the classification from which the employee is being transferred, excepting therefrom transfers or reassignments resulting in a greater rate of pay due to the operation of the provisions of Article IX-D 3. Any such transfer or reassignment may be made without regard to any provisions of this Agreement other than the provisions of this Article IX-D.

3. Any transfer or reassignment under this Article IX-D shall be effected by the Company as set forth below and where such transfer or reassignment is to be made based upon consideration of seniority, health, ability, residence and other factors ("SHAROF"), the Company's decision shall be final after review of such decision with the Union President and Business Manager or an alternate in the absence of him:

a. The selection and placement of the employees to be transferred or reassigned from a non-automatic progression series classification shall be made by the Company on the basis of SHAROF. An employee transferred or reassigned pursuant to the provisions of this Article IX-D 3 a, shall be offered the classification from which the employee was transferred or reassigned if a vacancy arises in such classification and if such employee continues to be qualified and physically capable to fill such classification. Such classification shall be offered on the basis of seniority to those employees so transferred or reassigned.

b. 1) The selection of the employees to be transferred or reassigned from an automatic progression series classification shall be made (a) from the employees in the first-class level or higher solely on the basis of system-wide seniority where there are no second-class or third-class in progression below the first-class level, and (b) from the second-class or third-class in progression on the basis of SHAROF taking into account all such second-class or third-class and excluding employees in the first-class level or higher.

2) An employee, other than an employee in the first-class level or higher, to be transferred or reassigned from an automatic progression series classification shall be returned to the job classification, pay group and pay step from which such employee entered the automatic progression series classification. And, in the event there is no vacancy in the classification to which such employee is transferred or reassigned, the Company shall have the right to make a further transfer or reassignment of any employee in that classification pursuant to the provisions of this paragraph (b) or paragraph (a) above, whichever is then applicable.

An employee to be transferred from an automatic progression series in the first-class level or higher with less than ten years' continuous employment with the Company shall be transferred or reassigned to such classification as the Company, in its sole discretion, shall determine. However, the employee's wages shall not be less than the pay group and pay step of the classification from which such employee entered the automatic progression series.

An employee to be transferred from an automatic progression series in the first-class level or higher with ten or more years of continuous service with the Company shall be transferred or reassigned to such classification as the Company, in its sole discretion, shall determine.

3) Any employee transferred or reassigned from any automatic progression series classification, below the first-class level and who meets the minimum qualifying standards for testing and who is not discharged pursuant to Article IX-D 3 b 4, shall be given a test to qualify for the next highest rating relating to such employee's then current classification. Such test opportunity shall not result in any

delay in implementing such employee's transfer or reassignment under this Article IX-D. If the employee fails to so qualify, the employee shall be ineligible for future training in that craft except if the failure to qualify is for the first-class rating and is not the employee's second failure, the employee shall be eligible for future training in that craft and within six months to one year after reentry to that automatic progression classification, such employee shall be given a second qualifying test, failure of which shall result in the consequences set forth in Article IV-N 5 hereof.

4) Notwithstanding the foregoing, any employee to be transferred or reassigned from the second or third-class level in an automatic progression series classification under this Article IX-D 3 b, who had no prior classification because such employee was hired directly into the automatic progression series, may be discharged.

4. Any employee transferred or reassigned under this Article IX-D who at the time of such transfer or reassignment has been continuously in the employ of the Company for 10 years or more will not have a reduction in pay during the term of this Agreement by reason of such transfer or reassignment to a job below such employee's pay group and such employee will be entitled to any general increases applicable to such employee's retained pay group. All others so transferred or reassigned will be paid the rate of the job to which transferred or reassigned except as may otherwise be provided in this Article IX-D. (See Exhibit +43 and 1981-11)

5. The provisions of this Article IX-D shall not apply to employees transferred or reassigned because of physical disability.

E. Employees who are partially disabled so that they cannot perform all of the duties of their classification may be transferred from time to time to any job represented by the Union that they are capable of performing without compliance with usual examination procedure and without regard to seniority.

Such disability transfer shall not be considered a permanent transfer and any employee so transferred will not be reimbursed for the mileage allowance or moving expenses as described in Article V-H of this Agreement.

In cases not involving Workers' Compensation or not caused by or contributed to by the negligence or voluntary act of the employee where an employee with ten years or more of

continuous service is demoted because of physical disability rendering the employee unable to perform the work required of the employee's job classification and is transferred to a job carrying the lower rate of pay than the existing rate of pay of the employee, the rate of pay of such employee until retirement, death, resignation or discharge for cause shall not be reduced below the percentages of the employee's existing pay as shown below at the time of such demotion and the employee will remain in the Plan Class for Group Life Insurance and the Retirement Income Plan that is determined by the base pay of the job classification at the time of the employee's transfer due to disability, subject to the following sentence: For purposes of the Retirement Income Plan and the Group Life Insurance Plan, the employee shall accrue benefits at the Plan Class level so determined subject, however, to being placed on a higher Plan Class to reflect general wage increases. An employee whose rate of compensation is affected by the provisions of the disability clause will receive one-half of the general increase for the employee's compensation each year of the contract until the rate for that job equals the employee's then pay. Notwithstanding the foregoing, any employee, who becomes disabled and is transferred to a job carrying a lower rate of pay under this Article IX E will receive 100% of any general wage increase placed in effect on and after the date when such employee has completed 30 years of continuous service with the Company. (See 1983-M6C and 1985-37)

In cases involving Workers' Compensation, the employee shall have the choice of being reduced in accordance with the percentages below or under the Workers' Compensation Law. In either case, actual reduction in pay will be deferred six months.

<u>Continuous Years Of Service</u>	<u>Adjustment In Pay</u>	<u>% of General Wage Increase</u>
10 years or more and up to 15	To not less than 80% of existing pay	50%
15 years or more and up to 20	To not less than 90% of existing pay	50%
20 years or more and up to 25	To not less than 95% of existing pay	50%
25 years or more	No reduction	75%
30 years or more	No reduction	100%

F. The Company agrees to continue in effect its present Health Benefit Plan, Dental Plan, Flexible Spending Account Plan and Vision Care Plan except that such Plans will be amended in accordance with Items 6, 10, 11, 13, 14, 15, 16 and 18 of the 2003 Memorandum of Agreement.

G. The following shall apply to any transfer or reassignment to a classification/position as permitted by Article IX D hereof:

1. After the 30th day from the award of the winning bid for the sale/transfer of either of the Plants, no such transfer or reassignment shall be effected if the result would be that the employee would return or be reassigned to the Production Plant Bargaining Unit.

2. With respect to any such transfer or reassignment precluded by paragraph 1 above, the employee shall be assigned to a classification within the TOC Bargaining Unit as the Company, in its sole discretion, shall determine; however, the employee's wages shall not be less than the pay group and pay step of the classification from which such employee entered the position from which the employee is being transferred or reassigned.

ARTICLE X

GRIEVANCES

A. If any dispute arises between the Union and the Company as to the rights of either party under this Agreement, both parties shall endeavor to settle such issue in the simplest and most direct manner. The procedure, unless any step thereof is waived, combined or extended, by mutual consent, shall be as follows:

1. a. The aggrieved employee(s), with the Union Steward, will discuss the issue with the immediate Supervisor of the aggrieved employee(s), who will endeavor to settle the issue.

b. If mutual agreement is not reached, the aggrieved employee(s) and the Union Steward shall present the grievance in writing to the immediate Supervisor no later than ten working days after the above discussion. The grievance will set forth the provision(s) of the Agreement on which the grievance is based and should include pertinent names, dates and other relevant facts. The Supervisor shall give the aggrieved employee(s) a written decision within five working days.

2. If the Supervisor's decision is not accepted in Step 1 (b), the aggrieved employee(s), with the Local Union Representative, shall present an appeal in writing to Division Management within fifteen working days after the first Thursday of the month following the month in which the Supervisor's reply is

received. The appeal shall set forth the provision(s) of the Agreement still in dispute. Copies of the grievance including the second step appeal shall be sent to the Union President and Business Manager, Recording Secretary and Human Resources.

The grievant(s), Local Union Representative, usually two, and Management will discuss the issue in an attempt to settle the grievance. The aggrieved employee(s) at the employee's option may elect to participate in this Step 2 of the Grievance Procedure but will not be required to do so.

Division Management shall give the Local Union Representative a written answer to the grievance no later than ten working days after the above discussion.

If the Company does not meet with the Union Representatives to discuss the issue as provided above within 30 calendar days after receipt of the written appeal, unless a postponement is mutually agreed to, the grievance shall automatically be processed to the next step. If the Local Union cannot meet on the day selected by the Company within said 30-day period, unless a postponement is mutually agreed to, then the grievance will be considered withdrawn.

3. If Division Management's decision in Step 2 is not accepted, the President and Business Manager of the Union shall present a written appeal to Human Resources no later than ten days after Division Management's Step 2 reply is received.

A Joint Committee consisting of:

- a. A minimum of three representatives of the Company plus at the discretion of the Company, the Supervisor involved and a member of Human Resources.
- b. A minimum of three representatives of the Union who are employees or local union officials plus at the discretion of the Union, the grievant shall endeavor to settle the grievance on a factual basis.

At the meeting of the Joint Committee, an International Representative of the Union may be present but only to assist the Union. The Union may also have one (1) attorney present, at its cost, to advise the Union if the grievance involves the discharge of an employee.

4. If the grievance is a dispute involving the interpretation, application, or violation of any provision of this Agreement and if the grievance is not settled by the Joint Committee as provided for in Step 3 under sub-part 3 of this Article A, either the Union or the Company by written notice to the other party given within 15 working days of the failure to settle the grievance in said Step 3, may elect to submit the grievance to an impartial arbitrator for final settlement. The arbitrator shall be selected by mutual agreement between the Union and the Company; however, in the event they cannot agree upon a mutually satisfactory arbitrator, the Company and the Union may either jointly or either such party may independently initiate the grievance before the American Arbitration Association under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the arbitrator's award as final and binding upon them for the duration of the contract. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The expenses of the Arbitrator shall be borne equally by the Company and the Union.

B. Should an employee be discharged, the employee shall be entitled to a hearing, starting with the second step above and the case shall be disposed of promptly. Any request for such a hearing shall be presented in writing to Division Management by the discharged employee and the Local Union Representative within thirty (30) working days from the date of discharge. The Company shall not be required to hear any such grievance if the request is not made in accordance with the time limitation as stated above. If it is determined that the discharge is in violation of the terms of this agreement, the employee shall be restored to the employee's former position and status without loss of pay.

C. The Company may submit complaints to the Executive Board of the Local Union involved and if not settled they may be submitted to a grievance procedure starting with the second step above.

D. In all cases where, in accordance with the job specifications, the Company requires an employee to submit to physical examination by a doctor designated by the Company, if the employee does not agree with the findings of said doctor, the employee may consult with any doctor of the employee's own choice. If the conclusions of the doctor consulted by the employee disagree with the conclusions of the doctor designated by the Company, the two doctors shall select a third doctor whose

conclusions shall be binding upon both the Company and the employee. The fee of the third doctor shall be borne by the Company.

ARTICLE XI

MISCELLANEOUS

A. The following are the terms under which a cadet engineer's training program may be conducted by the Company.

1. The Union shall be notified of the names of each cadet engineer and the schedule of training to be followed by the cadet.

2. Such cadets may perform work normally performed by members of the TOC Bargaining Unit, provided that they do not replace anyone in the bargaining unit or deprive anyone in the bargaining unit of earnings.

3. When a cadet performs work normally performed by the TOC Bargaining Unit, an employee of the classification which would normally perform such work must be present to instruct the cadet.

4. The cadet must not act as a supervisor and shall be instructed to that effect.

5. The cadet shall not be given special privileges insofar as the cadet's working conditions are concerned.

6. The cadet shall join the Union during the period of the cadetship.

7. Wherever practicable, qualified persons within the TOC Bargaining Unit shall be given an opportunity to become cadet engineers.

8. Questions affecting cadet engineers shall not be processed through the normal grievance procedure. Any such questions shall be settled directly between Management and Union Representatives.

9. When an unclassified employee enters or re-enters the Cadet Engineering Program, the Company will provide a payment to the Union to cover the cost of the then current Union initiation fee and six months of Union dues, however, without any

duplication thereof. In the event the Company extends the employee in the Cadet Engineering Program, the Company will provide the Union with an additional payment for Union dues for the extended period.

The Company will provide the Union with a letter as to any change in the status of an employee in the Cadet Engineering Program. The letter will be given in advance of any such change where practicable.

B. The "Supplemental Agreements" which are attached as appendices to the agreement are by reference considered to be part of this Agreement and reference herein to a year or an Exhibit such as "(See 1965+47)" or "(See Exhibit 32)" refers to the applicable Supplemental Agreement. *Any other separate written agreements between the parties to this Agreement (including grievance settlements other than those below the second step of the grievance procedure), which by their terms are currently applicable to this Agreement, are also considered to be part of the Supplemental Agreements and are by reference considered to be part of this Agreement, subject, however, to their terms and provisions. Any such Supplemental Agreement that is physically attached to the Agreement shall be done so only for administrative convenience and shall not be deemed to have any greater significance than those Supplemental Agreements which by their terms are still applicable but have not been physically attached to the Agreement.*

All future such Supplemental Agreements shall be deemed to be so incorporated by reference in this Agreement when executed by the parties.

No deletions, additions or changes in said Supplemental Agreements shall be made without the mutual written consent of the Company and the Union.

C. Any Caption, Index, or Table of Contents attached to this Agreement is provided only for convenience and shall not be deemed to be a part of this Agreement.

ARTICLE XII

PERIOD OF AGREEMENT

This agreement shall become effective as of May 1, 2003, and shall remain in full force and effect until and including April 30, 2008, and thereafter shall be considered renewed for

periods of one year provided, however, that a written notice of desire to amend or to terminate it may be given by either party to the other at least sixty (60) days prior to April 30, 2008, or at least sixty (60) days prior to the 30th day of April of any year thereafter; and provided further, however, that changes may be made at any time by mutual consent. A refusal by the Company or the Union to exhaust the remedies provided by this agreement as to arbitration shall at the option of the other party to the agreement annul this agreement. (See 1965*13)

IN WITNESS WHEREOF, the parties hereto as of the first day of May 2003 have caused these presents to be signed and their seals to be hereunto affixed by their officers or representatives thereunto duly authorized.

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

By Carl E. Meyer
President and Chief Operating Officer

Attest:

[Signature]
Assistant Treasurer
& Corporate Secretary

LOCAL UNION 320 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS
(A.F. OF L.-C.I.O.)

By [Signature]
President and Business Manager

Attest:

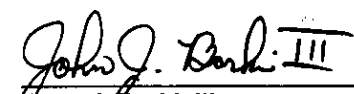
[Signature]
Recording Secretary



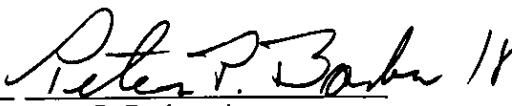
Monica G. Maher



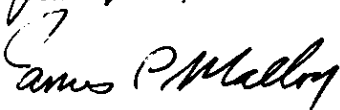
Michael J. Engleby



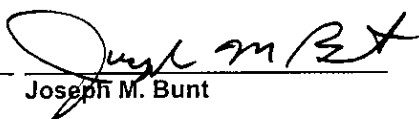
John J. Barki, III



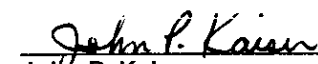
Peter P. Barber, Jr.



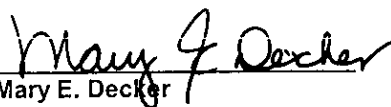
James P. Malloy



Joseph M. Bunt



John P. Kaiser



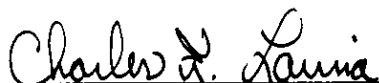
Mary E. Decker



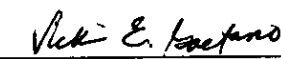
Michael J. DeAngelo



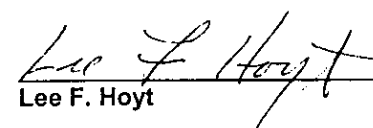
John F. Fiore




Charles F. Lauria



Vicki E. Gaetano



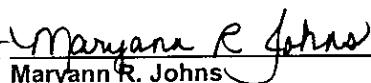
Lee F. Hoyt



Eric S. Holsopple




Dominick R. Padavano



Maryann R. Johns



John Grillo



Carol A. Naselow



Margaret R. Sauter

2003 - 2008

PART-TIME (PT)

AGREEMENT BETWEEN

CENTRAL HUDSON GAS & ELECTRIC
CORPORATION

(hereinafter called the Company)

and

LOCAL UNION 320 OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS A.F. OF L.-C.I.O.

(hereinafter called the Union)

This agreement is made for the purpose of establishing stabilized conditions of employment, including rates of pay, and working conditions, facilitating the peaceful adjustment of differences that may arise between the parties hereto from time to time, and of promoting harmony and efficiency, to the end that the Company and the Union and the general public may mutually benefit.

In the event the Company should change its name or its ownership, or should sell, lease or transfer its business, or any substantial part thereof, this Agreement shall be binding on its successors and assigns. An absolute precondition to the sale, lease, or transfer of any of the business, or any substantial part thereof, is that any purchaser, transferee, or lessee thereof shall agree to, and become party to, and bound by all the terms, conditions, and obligations of this Agreement including, but not limited to, immediately providing the same wages, benefit plans, level of benefits and all terms and conditions of employment to which such employees were entitled as employees of Central Hudson Gas & Electric Corporation. Upon satisfaction of the preconditions in the previous sentence, the Company shall be released from any and all future obligations and liabilities under this Agreement, and shall be obligated only for an event which occurred prior to the date of any such sale, lease or transfer ("Pre-closing Event"); however, the Company's liability for any Pre-closing Event shall expire thirty-six months after the date of such sale, lease or transfer, or on the expiration of the term of this

Agreement, whichever is later ("Open Period"). Notwithstanding the immediately preceding sentence, any claim by an employee that relates to a Pre-closing Event which has been brought to the attention of the Company during the Open Period shall be allowed to be brought forward in the applicable forum to a final determination and remedy, if applicable, subject, however, to applicable limitations in this Agreement and in law. The Company shall provide for a provision in any acquisition agreement that will obligate the prospective buyer(s) to assume this Agreement in its entirety as provided for in this paragraph. The Company shall provide notice of the terms of this Agreement to any prospective successor entity(s). Such notice shall be in writing with a copy to the Union.

ARTICLE I

REPRESENTATION AND RECOGNITION

A. The Union represents that it has been chosen as the bargaining agent by a majority of all the employees employed by the Company in the schedule of Job Classifications attached hereto excluding supervisory employees and employees on the *unclassified payroll of the Company and employees covered by Contract with other unions*, and the Union is hereby recognized by the Company as the exclusive bargaining agent for all the employees in said bargaining unit in all matters respecting rates of pay, wages, hours of work and other conditions of employment, said bargaining unit is herein called the "Bargaining Unit" or "Part-Time Bargaining Unit" or "PT" Bargaining Unit. The Company and Local 320 of the I.B.E.W. also have entered into another collective bargaining agreement, dated May 1, 2003, covering certain classifications of clerical employees, Mechanics and Maintenance Workers, herein called the "Technical, Office and Clerical Bargaining Unit" or the "TOC" Bargaining Unit". The Company and Local 320 of the I.B.E.W. ("Local 320") also have entered into a collective bargaining agreement dated May 1, 2003, covering certain classified employees of the Company employed in the transmission and distribution of gas and electricity and is herein called the "Transmission and Distribution Bargaining Unit" or the "T&D" Bargaining Unit".

B. A list of the job classifications presently covered hereby and the pay rates applicable thereto are attached hereto and made a part hereof.

C. The Union shall certify to the Company a list of all those employees in the Bargaining Unit represented by the Union who are members in good standing in the Union as of May 1, 2003, and from time to time thereafter, shall certify the names of any such employees who thereafter become members. If the Union presents to the Company an authorization signed by each such employee, the Company will deduct from the wages due the amount of Union dues as certified by the Union and will promptly remit the amount so deducted to the Financial Secretary of the Union.

Such deduction shall, where possible, be made on a weekly basis.

In the event of a dispute as to whether an employee is a member in good standing of the Union, such dispute, so far as it affects the Company's obligation to deduct for Union dues shall be subject to arbitration as herein provided.

The Company, in making the deduction hereunder, acts only as agent for the Union, and shall not be responsible for errors, negligence, or failure to make deductions if it has acted in good faith.

ARTICLE II

UNION-COMPANY RELATIONSHIP

A. The management of the Company and the direction of the working forces, including the right to hire, suspend, discharge for proper cause, promote, demote, transfer, relieve employees from duty because of lack of work, or for other proper and legitimate reasons, and to determine the number and qualifications of employees required to perform the work, are recognized to be in the Company, except as otherwise provided in this agreement. The Company will give the Union a week's notice before discharging an employee except in cases where such notice is impracticable.

B. The Company agrees that during the period of this agreement there shall be no lockout of members of the Union or the equivalent and the Union agrees that there shall be no strike or the equivalent, it being the desire of both parties hereto to provide an uninterrupted and continuous service to the public.

C. There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee because of the employee's membership in the Union, or because of any lawful activities on behalf of the Union; and the Union, its members and its agents, shall not unlawfully coerce employees into membership in the Union. No Union activities which shall interfere with the performance of work shall be carried on during working time without the consent of the Company.

D. All employees within the PT Bargaining Unit who, on the date of the signing hereof, are members of the Union in good standing in accordance with the Constitution and Bylaws of the Union, or who hereafter become members of the Union, shall as a condition of employment, remain members of the Union in good standing during the period of the agreement. The Union shall be the sole judge of whether or not its members are in good standing.

All persons hereafter hired for job classifications within the PT Bargaining Unit or transferred to job classifications within the PT Bargaining Unit, shall, as a condition of employment, be required to affiliate with the Union no later than the thirty-first (31st) day after the date of their employment or transfer, or no later than the thirty-first (31st) day after the effective date of this section, whichever date is later, and shall maintain membership in the Union during the period of this agreement. In the event that a new employee refuses to join the Union, as required by this section, the Company, upon five days' written notice from the Union, shall discharge such employee or transfer such employee to a job classification not within the PT Bargaining Unit, and thereafter such employee shall not be eligible for a job classification within the PT Bargaining Unit without the consent of the Union. If an employee who is a member of the Union fails to maintain such membership, as required by this section, the Company shall, upon thirty days' written notice from the Union, discharge such employee or transfer such employee to a job classification not within the PT Bargaining Unit, the TOC Bargaining Unit or the T&D Bargaining Unit, and thereafter such employee shall be eligible for a job classification within the PT Bargaining Unit only if the employee reinstates the employee's membership in the Union.

E. Neither the Company nor the Union, through their officers, members, representatives, agents or committees, shall engage in any subterfuge of any kind for the purpose of defeating or evading the terms of this agreement.

F. The posting of Union notices on Company bulletin boards shall be permitted, and definite space shall be allotted for this purpose.

G. The Company and the Union agree that the operation or application of various provisions of this agreement shall be subject to all applicable laws prohibiting discrimination against any individual with respect to the status of employment including compensation, terms, conditions, or privileges of employment. Whenever the masculine gender is referred to herein, it shall be construed to include the female gender wherever appropriate.

ARTICLE III

HOURS OF WORK, OVERTIME AND HOLIDAYS

A. 1. The payroll week shall begin at 12:01 a.m. Sunday and end at 12:00 midnight on the following Saturday.

2. The employees covered hereby are special schedule employees, the character of whose work requires specially scheduled hours. Such employees may be placed on special schedule not to exceed forty (40) hours per week.

3. There shall be two regularly scheduled days off in each payroll week which need not, however, be consecutive. Neither of these days shall be considered as part of the basic workweek.

4. For employees whose basic workweek consists of forty (40) hours, overtime shall be paid at the rate of one and one-half (1½) times for all hours worked in excess of eight (8) hours per day, with the exception of overtime work on the regularly scheduled days off (See Section C) or on a holiday (See Section B). Subject to Article VIII C, employees whose basic workday consists of less than eight (8) hours per day shall be paid at the rate of straight time for all hours worked up to eight (8) hours per day and at the rate of one and one-half (1½) times for overtime in excess of eight (8) hours per day, or work on their regularly scheduled days off, with the exception of certain overtime worked on regularly scheduled days off (See Section C) or on a holiday (See Section B). Notwithstanding the foregoing, double time shall be paid for time worked in excess of sixteen (16) consecutive hours, except as may be otherwise provided in Article III-F hereof.

B. The following days during the contract year shall be observed as holidays:

Independence Day
Labor Day
Columbus Day
Thanksgiving Day
The Day After Thanksgiving
The Day Before Christmas
Christmas Day
New Year's Day
Good Friday
Memorial Day
and President's Day

If a holiday falls on an employee's regularly scheduled working day, the employee shall be given the day off with pay. If the employee works on a holiday, the employee shall receive time and one-half for the hours actually worked in addition to holiday pay as provided. All holidays falling on Sunday shall be treated as though falling on the succeeding Monday and all holidays falling on Saturday shall be treated as though falling on the preceding Friday; except if Christmas Day falls on a Sunday or Monday, the day before Christmas holiday shall be observed on the preceding Friday; and except if Christmas Day shall fall on Saturday, the day before Christmas holiday shall be observed on the preceding Thursday. Holiday pay shall be computed at straight time or one-fifth of the regularly scheduled weekly hours of the employees.

If any such observed holiday falls on a shift or special schedule worker's first regularly scheduled day off, the day previous to the employee's first day off shall be treated as the holiday; and if it falls on the employee's second regularly scheduled day off, the day following will be treated as the holiday except that if any observed holiday falls on a regularly scheduled day off, such holiday or holidays shall be observed pursuant to the Chart(s) set forth either as an attachment or immediately preceding any index to this Agreement.

Two floating holidays will be granted to be taken during each calendar year. These holidays will be granted if the employee was employed on or before October 1 of such calendar year and notification is given to the employee's supervisor not less than five working days in advance of such holiday, provided, however, any such holiday cannot be taken on a workday which either coincides with, precedes or follows a holiday referred to in

this Article III B and further provided such two floating holidays cannot be taken consecutively.

Employees called out in an emergency will receive overtime pay at the applicable rates for all time worked in addition to the holiday pay, but the minimum time paid for such emergency work shall be three hours at the applicable overtime rate.

C. Employees with Sunday as a regularly scheduled day off in any calendar week shall be paid double time for work on that Sunday and at time and one-half for work on the other regularly scheduled day off in that calendar week. Employees regularly scheduled to work on Sunday in any calendar week shall receive time and one-half for work on the first regularly scheduled day off and double time for work on the second regularly scheduled day off in that calendar week.

D. Overtime shall be distributed equitably among qualified employees if they are available, having regard, however, to the special type of work to be performed during such overtime.

E. Employees who have worked overtime shall not be given time off without pay on a regularly scheduled workday to equalize that overtime.

F. Any employee required to work 16 or more consecutive hours shall be allowed a rest period of 8 hours after the termination of said work. If this rest period runs into the beginning of the regularly scheduled basic workday within the basic workweek, such employee shall not lose pay by reason thereof. If the employee does continue working after 16 or more consecutive hours and the period of work extends into the beginning of the regularly scheduled basic workday the employee shall receive pay at time plus double time instead of straight time for the time worked during the employee's basic work period which the employee would otherwise have been entitled to take off. An employee who works overtime between the seventh and fourth hours preceding the commencement of the employee's next regularly scheduled basic work period, if such overtime is not part of a period of 16 or more consecutive hours of work, shall be entitled to time off at the beginning of the employee's next regularly scheduled basic work period without loss of pay, equivalent to the number of overtime hours actually worked during the 7 hours immediately preceding the commencement of such basic work period. An employee who becomes entitled to time off under the provisions of the immediately preceding sentence may work the balance of the remaining hours of the employee's basic

work period at the beginning of the next scheduled basic work period. However, the Company may request the employee to waive the time off to which the employee is entitled under this paragraph and to continue working. If the employee does continue working pursuant to such request, the employee shall receive pay at double time instead of straight time for the time worked during the employee's basic work period which the employee would otherwise have been entitled to take off.

G. 1. An employee who is called out to work shall be paid for a minimum of three hours' time at the applicable rate except that if such call-out occurs ninety (90) minutes or less prior to the beginning of the employee's scheduled workday or scheduled work period, the employee shall be paid for a minimum of two hours' time at the applicable rate. (See 1971-3)

2. An employee who is scheduled to report to work outside of the employee's regularly scheduled workday or basic workweek shall be paid for a minimum of three hours' time at the applicable rate with the exception that if such work is immediately before or after the scheduled workday within the basic workweek such employee shall be paid at the applicable rate only for the actual time worked. If the Company decides it does not want the employee to work as scheduled, no payment shall be made if the notice of such decision not to work is given before the employee leaves work on the scheduled workday within the basic workweek immediately preceding the day on which the job was to have been done.

H. No employee shall be requested or required at any time to be on call or to stand by except when such employee is paid at the applicable rate.

I. If on any one or more of the regularly scheduled workdays within an employee's basic five-day workweek, the employee's regularly scheduled hours of work are changed and notice of less than forty-eight hours is given prior to the time the employee starts work under the new schedule of hours for which only straight time is to be paid, the employee shall be given four hours' pay at straight time at the employee's own regular rate in addition to the employee's regular pay except, however, that in the case of employees assigned to relief duty they shall be entitled to such additional payment only if they are given less than twenty-four hours' notice of change of schedule if the reason making the notice necessary is within the Company's control or twelve hours' notice if the reason making the notice necessary is outside the

Company's control. This section shall not apply to employees occasionally assigned to chauffeur duty while so assigned.

J. Employees, the majority of whose regular scheduled basic workday hours in any workday occur within the period from 4:00 p.m. to 8:00 a.m., shall be paid a night differential of \$1.20 per hour effective May 1, 2003, and effective May 1, 2004, \$1.25 per hour and, effective May 1, 2005, \$1.30 per hour and effective May 1, 2006, \$1.40 per hour and effective May 1, 2007, \$1.50 per hour for the total basic hours worked; except that with respect to Cleaning Workers such night differential shall be applicable only to those Cleaning Workers who were in that position on July 1, 1985. However, when the basic hours worked in any workday are less than the majority of total hours worked then the night differential shall be paid only for those basic hours worked within the period from 4:00 p.m. to 8:00 a.m. The night differential shall not be paid for any work performed for which overtime is paid. (See 1969-7)

P.
T.

ARTICLE IV

SERVICE IN PROMOTION, TRANSFER, LAYOFF AND REEMPLOYMENT

A. Length of continuous employment in the Company in job classifications included in Local 320 of the International Brotherhood of Electrical Workers AFL-CIO shall be known as "service"; provided that if the period of continuous employment of any employee extends to a date prior to the establishment of this bargaining unit such continuous prior employment in any capacity shall be included in that employee's service. Other factors being equal, the Company in considering promotions, transfers, layoffs, or reemployment will give first consideration to length of service.

B. Consideration as to length of service shall not, however, apply to seasonal employees or, except as otherwise specifically provided herein, to employees previously employed by the Company and now in the services of the United States or on leave of absence who return to work.

C. When an employee is to be temporarily or permanently transferred within the employee's classification, or demoted, the Company agrees to confer in advance with the President and Business Manager of the Local or an alternate in his/her absence, and in selecting the person to be transferred shall give consideration to seniority, health, ability, residence,

individual preferences of employees and similar considerations; however, the Company's decision as to who shall be transferred shall be final.

D. Lists showing service shall be supplied to the Union quarterly. The Union shall be given notice of the hiring of new employees within ten days of their employment. (See 1979-48 and 1981-21)

E. 1. Service shall accumulate during the period when an employee is temporarily in the military service, maritime service or merchant marine.

2. Should a promotion be made while an employee is temporarily in military service, maritime service or merchant marine or on leave of absence for which such employee would have been entitled if working at the time, such employee shall, upon return from such service or leave of absence be placed in the higher classification provided that such employee is able to perform the work, and the employee with the least service in that classification shall be returned to the lower classification from which the employee came.

F. Where a vacancy exists in any "full-time" classification covered by the TOC Bargaining Unit or the T&D Bargaining Unit, any employee covered by this Agreement may make application therefore (see Exhibit 24) to Human Resources setting forth his or her qualifications; however, employees' applications, returns or reassignments, will be subject to the provisions of Article IV of the "Full-time" Agreement under which they make application. (See Exhibit 117).

ARTICLE V

WORKING CONDITIONS

A. 1. The safety rules and regulations established by the Company or governmental authority shall be strictly adhered to by both the employees and the Company, and the Company shall enforce these rules uniformly. The representatives of the Company and the Union shall meet at the request of either to discuss the reasonableness of safety rules and regulations. Proposed changes in safety rules and regulations shall be submitted to the Union for full discussion before becoming effective. (See 1969-10, 1973-27, 1977-M21 and 1979-51)

2. A Union Representative may at the option of the Union be present while accident investigators are interviewing members of the bargaining unit to determine the facts involved in accidents.

B. In emergencies, employees will perform any work for which they are qualified. However, employees in a lower classification will be used for work in a higher classification only when those in the higher classification are unavailable or exhausted. Emergencies shall be defined as unforeseen circumstances. Unclassified employees shall not do any work being done by members of the bargaining unit, except in an emergency, or when qualified employees from within the bargaining unit are not available.

The above provisions are not intended to prevent unclassified employees from performing their normal clerical recording and general office functions provided the performance of such work does not cause the elimination of any employee of the bargaining unit.

C. 1. An employee may be assigned temporarily to perform the duties of a higher classification for which the employee is qualified. When so assigned for periods of one hour or more, the employee shall be paid two pay steps above the employee's present pay or the starting rate in the higher classification, whichever of these two is the highest. If replacing a higher classification that is only one pay step higher, the employee shall be paid one pay step above the employee's present pay. If the employee previously was a regular occupant of the higher classification, the employee shall be paid the pay step of the pay group currently applicable to a person having service in the higher classification equal to the employee's former service in that classification. If replacing an unclassified employee for one hour or more, the employee shall receive two pay groups above the employee's present pay.

2. When the Company requires any employee to work at a point remote from such employee's normal headquarters, such employee shall be transported between the normal headquarters and the location of the work at the Company's expense and on Company time at the beginning and end of the job. When such work lasts over a weekend, the Company will, at the end of the working week, furnish transportation back to the employee's normally designated headquarters and, at the beginning of the next workday, from the normally designated headquarters to the temporary location, but such transportation is to be on the

employee's own time. No transportation allowance will be paid to those who do not use the transportation provided by the Company. The Company will pay such employees, as additional wages, an amount of \$75.00 per day. (See 1987-23)

D. An employee required to continue work for a period longer than two hours beyond the scheduled quitting time shall be entitled to a meal furnished or paid for by the Company and to an additional meal for each additional five hours' work thereafter.

An employee called out to work outside of the employee's scheduled working hours shall be entitled to a meal furnished or paid for by the Company for each five hours worked. An employee who is called to work before or after the employee's regular workday schedule and misses a meal thereby, or is scheduled to report for work more than one hour in advance of the employee's regular working hours and misses a meal thereby, shall be entitled to a meal or meals furnished or paid for by the Company.

Overtime meals shall be eaten on Company time and only such time shall be taken as is reasonably necessary to obtain and eat the meal. If employees are scheduled to report for overtime work on Saturday, Sunday or a holiday more than one hour in advance of the employee's regular starting time and the job extends beyond the normal noon hour, the Company shall provide a suitable lunch.

E. No regular employee, except probationary employees, shall be laid off without at least two weeks' prior notice. This provision, however, shall not apply to discharges.

F. The Company will not increase the hours of work beyond those now worked in order to reduce the working force, unless required to do so by governmental order.

G. Whenever the Company makes a permanent reassignment of an employee from one headquarters to another, the Company will for a period of eighteen months after such reassignment protect the employee against additional cost for transportation and if the employee moves to the new location within an eighteen-month period after such reassignment, the Company will pay the employee's moving expenses. When an existing headquarters is physically relocated a distance of more than 10 miles, the employees assigned thereto will be reimbursed for any additional mileage in accordance with the mileage rate set forth. Mileage reimbursement for transportation shall be paid at

the rate of 36¢ per mile provided, however, if during the term of this Agreement, the Internal Revenue Service increases the “non-taxable” limitation for employees paid mileage allowance, the Company will adjust such 36¢ per mile allowance accordingly. After said eighteen months, if the employee has not moved, the employee will be required to provide the employee’s own transportation. After said eighteen months, if the employee has not moved, any moving expenses incurred after said eighteen-month period will not be subject to such reimbursement.

H. (Reserved)

I. When any work of the type customarily performed by the members of the bargaining unit is to be contracted out, preference shall be given to qualified contractors employing members of the International Brotherhood of Electrical Workers, provided that nothing herein shall require the Company to violate Federal, State or Municipal regulations, to delay the work, or to employ a contractor either not readily available or not equipped to do the work. It is further stipulated and agreed that if the Company is unable to obtain a qualified contractor under the specifications outlined above or feels that it is called upon to bear costs not reasonable by comparison with the Company’s estimates, the matter shall become the mutual concern of the President of the Company and the International President of the International Brotherhood of Electrical Workers who shall cooperate to adjust the matter with due regard to all factors involved.

P.
T.

ARTICLE VI

RATES OF PAY

Each step in the pay groups in effect prior to May 1, 2003 shall, effective May 1, 2003, be increased by 3.75%, and each step in the pay groups in effect prior to May 1, 2004 shall, effective May 1, 2004, be increased by 3.5% and each step in the pay groups in effect prior to May 1, 2005 shall, effective May 1, 2005, be increased by 3.5% and each step in the pay groups in effect prior to May 1, 2006 shall, effective May 1, 2006, be increased by 3.25% and each step in the pay groups in effect prior to May 1, 2007 shall, effective May 1, 2007 be increased by 3.25%. Each employee shall move to the next pay step within the pay group applicable to the employee’s classification as of the date on which the employee’s length of service in the classification qualifies the employee for the next pay step. (See 1985 M*33)

Where an employee transfers from one job classification to another, if such transfer is to a job in the same pay group, the employee shall go to the step in the pay group for the new classification equal to the employee's present pay. Where the transfer is to a job in a higher pay group, the employee shall go to the step in the new pay group one step higher than the employee's present pay or to the lowest step of the new pay group if that is higher.

Where an employee voluntarily transfers to a job in a lower pay group, the employee shall go to the highest pay step of the lower pay group or stay at the employee's existing rate of pay, whichever is lower. Where an employee is demoted by the Company, the employee shall go to the highest pay step of the lower group or to the employee's existing pay, whichever is lower.

ARTICLE VII

JOB SPECIFICATIONS

The Company shall continue the job specifications which have been agreed upon between the Company and the Union as of the date of this agreement. Changes in such job specifications during the term of this agreement may be made with the consent of both parties. Proposed changes may from time to time be discussed between a committee of the Union and representatives of the Company appointed for that purpose.

ARTICLE VIII

VACATIONS - LEAVES OF ABSENCE

A. During the term of this agreement, regular employees whose basic workweek consists of forty (40) hours and who have completed one year or more of continuous service on or before October 1 shall be entitled to two weeks' vacation in that calendar year with ten days' pay of eight hours each and such employees who have completed six months but less than one year of continuous service on or before October 1 shall be entitled to one week's vacation in that calendar year with five days of eight hours each. Such employees who will have attained five years or more of continuous service on or before October 1 shall be entitled to three weeks' vacation in that calendar year. Such employees who have completed 15 years of continuous employment on or before October 1 shall be entitled to four weeks' vacation in that calendar

year. Such employees who will have completed twenty-two years of continuous employment on or before October 1 shall be entitled to five weeks' vacation in that calendar year. Such employees who will have completed thirty years of continuous employment on or before October 1 shall be entitled to six weeks' vacation in that calendar year.

Pay for each week of vacation shall be for five days at the rate of straight time for one-fifth of the regularly scheduled weekly hours. Any days in excess of ten may be taken within the normal vacation period only if operating conditions permit it. Otherwise they must be taken outside of the normal vacation period. Vacation schedules shall be established a reasonable time in advance of the normal vacation period. On selections made before May 1 in any year, service shall govern the choice of vacations except where operating conditions do not permit such selection. All changes or selections made after May 1 in any year will be made only with the approval of the employee's supervisor and the agreement of any employee whose vacation is affected thereby. Employees whose basic workweek consists of less than forty (40) hours will receive such proportion of the vacation pay above specified as the number of their regularly scheduled hours of work in each week bears to 40 hours. Full weeks of vacation shall take precedence over individual days of vacation for scheduling purposes.

Employees may in any year defer up to the equivalent of ten days of the vacation to which they are entitled and may use those days during any subsequent year. The time of taking such days shall be subject to the approval of the employee's supervision and must be taken in units of not less than one day. The maximum accumulation shall be no more than ten days. A regularly scheduled vacation for any current year will in scheduling take precedence over a carry-over vacation proposed to be taken in that year. (See 1981-43)

B. Should a holiday be observed on one of the employee's regularly scheduled workdays and within the employee's basic workweek while on vacation, such employee shall be entitled to an additional day off with pay which shall be taken at the beginning or end of the vacation unless otherwise arranged with the employee's supervisor.

The Company will apply the following rule so long as it is not abused:

In the event that an employee is or becomes ill prior to the employee's scheduled vacation or is admitted to a legally constituted hospital during the employee's scheduled vacation and it is determined that the illness or injury was in no way attributable to the employee's reckless or willful action while on vacation, the period of the employee's illness or hospital confinement, and any subsequent period of confinement to bed, will be processed in accordance with Section H of this Article. Any remaining vacation will be rescheduled in accordance with this Article. (See 1969-13)

C. For Group A employees whose basic workday consists of less than eight hours per day, in any week in which one or more days are not worked because of vacation or jury duty, overtime shall commence after the employee has worked time in excess of eight hours per day, counting as worked for this purpose the hours regularly scheduled on the vacation days and on any holiday occurring during said week.

D. Except for the third, fourth or fifth week of vacations, vacations will normally be taken within a single period. If an employee desires to separate vacation into periods of not less than one day, application should be made to the Division Manager, and the request will be approved where schedules permit. The normal vacation period shall be between May 1 and September 1, but employees may elect to take their vacations at any other time to suit their plans provided it is possible for them to do so without adversely affecting the operation of the Company's business.

E. Employees shall be given in advance the pay due on paydays falling within their vacation period if they so desire and apply.

F. An employee who leaves the Company for any reason shall be granted a vacation if taken before the day of separation or given vacation pay if such employee works up to the date of separation; provided, however, that an employee who resigns without giving the proper notice shall not be granted a vacation or given vacation pay. The vacations granted in these cases shall, for regular employees whose basic workweek consists of forty (40) hours and who have more than six months of continuous employment, be one day with pay (eight hours) for each completed month of employment, for such employees who have five or more years of continuous employment shall be one and one-half days (twelve hours) for each completed month of employment, for such employees with 15 years or more of continuous employment, shall

be two days (sixteen hours) for each completed month of employment, for such employees with 22 years or more of continuous employment, shall be two and one-half days (twenty hours) for each completed month of employment, and for employees with 30 years or more of continuous employment, shall be three days (twenty-four hours) for each completed month of employment, starting in each case with the preceding July 1. Employees whose basic workweek consists of less than forty (40) hours shall receive prorated pay based on their regular weekly hours of work.

By "proper notice" is meant that the employee shall have informed the Company sufficiently in advance so that such employee shall work at least two weeks before the termination of service with the Company. An employee who elects to take a separation allowance shall not be entitled to vacation provision in addition thereto. In no case shall an employee who leaves the Company's employ be given a greater vacation allowance than the employee would have been entitled to had the employee remained with the Company through the ensuing vacation period.

G. Group B employees include all employees covered by this unit in job classification numbers 138.6 and 139.1. Group A employees shall include all other part-time employees covered by this unit.

H. Payment for personal noncompensable disability shall be made in accordance with the Disability Benefits Plan filed under the New York State Disability Law. (See Exhibit 82)

In cases involving compensable disability, the Company will for Group A employees having at least six months of continuous service, pay the difference between regular take-home pay and the amount received for compensation for the first four weeks of disability.

Payments beyond those above enumerated may be continued at the discretion of the Company. The Company reserves the right to have its own doctor check on claims of disability.

In no case shall the Company be obligated to pay any amounts for a disability with respect to which the employee is entitled to receive insurance proceeds covering lost wages as provided under Article XVIII ("No Fault") of the Insurance Law of New York.

I. 1. Group A employees who have had at least one year of continuous service will, with the consent of the Supervisor, be permitted to be absent without loss of pay for not more than five working days in any year in the event of sickness in the family or for personal business of a nature that cannot be taken care of in other than normal working hours, provided that in cases of sickness in the family, payment for absence in excess of five days may be allowed at the discretion of the Company. Notification of intended absence for this reason shall be given to the Supervisor as far in advance as possible. Such personal time, in whole or in part, shall not be used to extend the vacation period. Each of such five working days may be taken in increments of not less than two hours.

2. Employees who have had at least six months of continuous service will be permitted to be absent without loss of pay for not more than five working days, which need not be taken consecutively, because of the death of a father, mother, brother, sister, husband, wife, child, father-in-law or mother-in-law, and not more than three days because of the death of a grandparent or grandchild. (See 1971-55)

If an employee is on vacation and a death in the family occurs during such vacation, such allowable absence shall not be considered as vacation time.

3. Members of the National Guard or Reserve Corps will be allowed four weeks' leave of absence without pay for military duties. If such military duty is required by law and the rate paid for such service is less than the employee's normal daily compensation, the Company will pay the difference for up to two weeks of such leave period, but this provision shall not apply to military service required in any organization which the employee has joined voluntarily. (See Exhibit 47, 1971-60, 1989-7B and 2003-17)

4. Employees serving on jury duty shall be given leave of absence for those days during their normal workweek when they are serving on jury duty. If the jury rate paid for jury service is less than the employee's normal daily compensation, the Company will pay the difference. (See Exhibit 9 and 1981-M24)

J. A regular employee shall be granted a leave of absence without pay after reasonable notice to the Company, provided that the conditions of work at the time are such that the employee's services can be spared. Leaves of absence shall accumulate at the rate of one week for each full year of

consecutive service with the Company subject to no limitation as to the aggregate weeks of leaves of absence which can be accumulated. Leaves of absence may be taken in whole or in part; provided, however, no employee during the employee's employment career with the Company may take leaves of absence which in the aggregate exceed the total leaves of absence accumulated during the employee's working career with the Company. Leaves of absence taken prior to July 1, 1977, will not be subtracted from an employee's entitlement on and after July 1, 1977. During these leaves of absence, service shall accumulate. If an employee overstays such leave or if the employee accepts employment elsewhere during such leave without the consent of the Company, the employee's employment with the Company shall be deemed to have terminated. If leave of absence is extended by the Company, service shall continue to accumulate during such extended leave. (See 1975-16 and 1983-18)

P.
T.

K. Employees who are selected by their Local Union to serve as accredited delegates to conventions or similar meetings shall, after reasonable notice to the Company, be granted a leave of absence without pay for sufficient time for this purpose. (See Exhibit 111)

ARTICLE IX

EMPLOYEE BENEFITS

A. For the duration of this agreement, but without commitment or liability thereafter, regular employees, other than employees placed on pension, who have completed one year or more of continuous service and who are laid off for lack of work shall be given an allowance of one week's base pay for each full year of continuous service. If the employee accepts a separation allowance, the Company shall not be obligated to rehire such employee, anything herein to the contrary notwithstanding.

B. The Company will continue its present Retirement Income Plan (subject to amendment to reflect Items 4 and 16 of the 2003 Memorandum of Agreement), Group Life Insurance Plan (subject to amendment to reflect Item 12 of the 2003 Memorandum of Agreement), the Disability Plan, and the Savings Incentive Plan (subject to Amendment to reflect Item 5 of the 2003 Memorandum of Agreement) as long as it is entitled under applicable law to a deduction for income tax purposes of amounts contributed thereto.

C. The Company agrees to continue in effect the present Health Benefit Plan, Dental Plan, Flexible Spending Account Plan, and Vision Care Plan except that such plans will be amended in accordance with Items 6,10,11,13, 14, 15, 16 and 18 of the 2003 Memorandum of Agreement.

D. The Company shall not hire temporary employees if such hiring will result in the layoff of regular, including part-time, employees.

E. No employee, who at any given time has been continuously in the employ of the Company for ten years or more will be reduced in pay during the term of this contract by reason of layoff or demotion due to lack of work.

F. Employees who are partially disabled so that they cannot perform all of the duties of their classification may be transferred from time to time to any job represented by the Union that they are capable of performing without compliance with usual examination procedure and without regard to seniority.

Such disability transfer shall not be considered a permanent transfer and any employee so transferred will not be reimbursed for the mileage allowance or moving expenses as described in Article V-G of this Agreement.

In cases not involving Workers' Compensation or not caused by or contributed to by the negligence or voluntary act of the employee where an employee with ten years or more of continuous service is demoted because of physical disability rendering the employee unable to perform the work required of the employee's job classification and is transferred to a job carrying a lower rate of pay than the existing rate of pay of the employee, the rate of pay of such employee until retirement, death, resignation or discharge for cause shall not be reduced below the percentages of the employee's existing pay as shown below at the time of such demotion and the employee will remain in the Plan Class for Group Life Insurance and the Retirement Income Plan that is determined by the base pay of the job classification at the time of the employee's transfer due to disability, subject to the following sentence: For purposes of the Retirement Income Plan, and the Group Life Insurance Plan, the employee shall accrue benefits at the Plan Class level so determined subject, however, to being placed in a higher Plan Class to reflect general wage increases. An employee whose rate of compensation is affected by the provisions of the disability clause will receive one-half of the general increase for the employee's compensation each year of

the contract until the rate for that job equals the employee's then pay. Notwithstanding the foregoing, any employee, who becomes disabled and is transferred to a job carrying a lower rate of pay under this Article IX F will receive 100% of any general wage increase placed in effect on and after the date when such employee has completed 30 years of continuous service with the Company. (See Exhibit +43, 1983-M6C and 1985-37)

In cases involving Workers' Compensation, the employee shall have the choice of being reduced in accordance with the percentages below or under the Workers' Compensation Law. In either case, actual reduction in pay will be deferred six months.

<u>Continuous Years Of Service</u>	<u>Adjustment In Pay</u>	<u>% of General Wage Increase</u>
10 years or more and up to 15	To not less than 80% of existing pay	50%
15 years or more and up to 20	To not less than 90% of existing pay	50%
20 years or more and up to 25	To not less than 95% of existing pay	50%
25 years or more	No reduction	75%
30 years or more	No reduction	100%

P.
T.

ARTICLE X

GRIEVANCES

A. If any dispute arises between the Union and the Company as to the rights of either party under this Agreement, both parties shall endeavor to settle such issue in the simplest and most direct manner. The procedure, unless any step thereof is waived, combined or extended, by mutual consent, shall be as follows:

1. a. The aggrieved employee(s), with the Union Steward, will discuss the issue with the immediate Supervisor of the aggrieved employee(s), who will endeavor to settle the issue.

b. If mutual agreement is not reached, the aggrieved employee(s) and the Union Steward shall present the grievance in writing to the immediate Supervisor no later than ten working days after the above discussion. The grievance will set forth the provision(s) of the Agreement on which the grievance is based and should include pertinent names, dates and other

relevant factors. The Supervisor shall give the aggrieved employee(s) a written decision within five working days.

2. If the Supervisor's decision is not accepted in Step 1 b., the aggrieved employee(s), with the Local Union Representative, shall present an appeal in writing to Division Management within fifteen working days after the first Thursday of the month following the month in which the Supervisor's reply is received. The appeal shall set forth the provision(s) of the Agreement still in dispute. Copies of the grievance including the second step appeal shall be sent to the Union President and Business Manager, Recording Secretary and Human Resources.

The grievant(s), Local Union Representative, usually two, and Management will discuss the issue in an attempt to settle the grievance. The aggrieved employee(s) at the employee's option may elect to participate in this Step 2 of the Grievance Procedure but will not be required to do so.

Division Management shall give the Local Union Representative a written answer to the grievance no later than ten working days after the above discussion.

If the Company does not meet with the Union Representatives to discuss the issue as provided above within 30 calendar days after receipt of the written appeal, unless a postponement is mutually agreed to, the grievance shall automatically be processed to the next step. If the Local Union cannot meet on the day selected by the Company within said 30-day period, unless a postponement is mutually agreed to, then the grievance will be considered withdrawn.

3. If Division Management's decision in Step 2 is not accepted, the President and Business Manager of the Union shall present a written appeal to Human Resources no later than ten days after Division Management's Step 2 reply is received.

A Joint Committee consisting of:

- a. A minimum of three representatives of the Company plus at the discretion of the Company, the Supervisor involved and a member of Human Resources.

- b. A minimum of three representatives of the Union who are employees or local union officials plus at the discretion of the Union, the grievant shall endeavor to settle the grievance on a factual basis.

At the meeting of the Joint Committee, an International Representative of the Union may be present but only to assist the Union. The Union may also have one (1) attorney present, at its cost, to advise the Union if the grievance involves the discharge of an employee.

4. If the grievance is a dispute involving the interpretation, application, or violation of any provision of this Agreement and if the grievance is not settled by the Joint Committee as provided for in Step 3 under sub-part 3 of this Article A, either the Union or the Company by written notice to the other party given within 15 working days of the failure to settle the grievance in said Step 3, may elect to submit the grievance to an impartial arbitrator for final settlement. The arbitrator shall be selected by mutual agreement between the Union and the Company; however, in the event they cannot agree upon a mutually satisfactory arbitrator, the Company and the Union may either jointly or either such party may independently initiate the grievance before the American Arbitration Association under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the arbitrator's award as final and binding upon them for the duration of the contract. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The expenses of the Arbitrator shall be borne equally by the Company and the Union.

P.
T.

B. Should an employee be discharged, the employee shall be entitled to a hearing, starting with the second step above and the case shall be disposed of promptly. Any request for such a hearing shall be presented in writing to Division Management by the discharged employee and the Local Union Representative within thirty (30) working days from the date of discharge. The Company shall not be required to hear any such grievance if the request is not made in accordance with the time limitation as stated above. If it is determined that the discharge is in violation of the terms of this Agreement, the employee shall be restored to the employee's former position and status without loss of pay.

C. The Company may submit complaints to the Executive Board of the Local Union involved and if not settled they may be submitted to a grievance procedure starting with the second step above.

D. In all cases where, in accordance with the job specifications, the Company requires an employee to submit to physical examination by a doctor designated by the Company, if the employee does not agree with the findings of said doctor, the employee may consult with any doctor of the employee's own choice. If the conclusions of the doctor consulted by the employee disagree with the conclusions of the doctor designated by the Company, the two doctors shall select a third doctor whose conclusions shall be binding upon both the Company and the employee. The fee of the third doctor shall be borne by the Company.

ARTICLE XI

MISCELLANEOUS

A. Any Caption, Index, or Table of Contents attached to this Agreement is provided only for convenience and shall not be deemed to be part of this Agreement.

B. Those separate written agreements between the parties to this Agreement (including grievance settlements other than those below the second step of the grievance procedure), collectively called "Supplemental Agreements", which by their terms are currently applicable to this Agreement, are by reference considered to be part of this Agreement subject, however, to their terms and provisions. Any such Supplemental Agreement that is physically attached to the Agreement shall be done so only for administrative convenience and shall not be deemed to have any greater significance than those Supplemental Agreements which by their terms are still applicable but have not been physically attached to the Agreement.

All future such Supplemental Agreements shall be deemed to be so incorporated by reference in this Agreement when executed by the parties.

No deletions, additions or changes in said Supplemental Agreements shall be made without the mutual written consent of the Company and the Union.

ARTICLE XII
PERIOD OF AGREEMENT

This agreement shall become effective as of May 1, 2003, and shall remain in full force and effect until and including April 30, 2008, and thereafter shall be considered renewed for periods of one year provided, however, that a written notice of desire to amend or to terminate it may be given by either party to the other at least sixty (60) days prior to April 30, 2008, or at least sixty (60) days prior to the 30th day of April of any year thereafter; and provided further, however, that changes may be made at any time by mutual consent. A refusal by the Company or the Union to exhaust the remedies provided by this agreement as to arbitration shall at the option of the other party to the agreement annul this agreement. (See 1965*13)

P.
T.

IN WITNESS WHEREOF, the parties hereto as of the first day of May 2003 have caused these presents to be signed and their seals to be hereunto affixed by their officers or representatives thereunto duly authorized.

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

By

Carl E. Meyer
President and Chief Operating Officer

Attest:

[Signature]
Assistant Treasurer
& Corporate Secretary

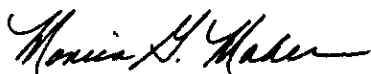
LOCAL UNION 320 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS,
(A.F. OF L.-C.I.O.)

By

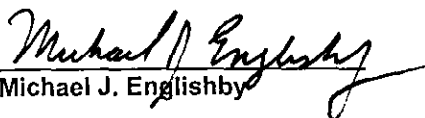
[Signature]
President and Business Manager

Attest:

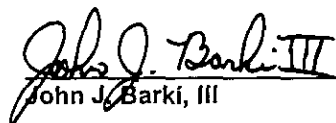
[Signature]
Recording Secretary



Monica G. Maher



Michael J. Englishby



John J. Barki, III



Peter P. Barber, Jr.



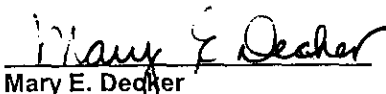
James P. Malloy



Joseph M. Bunt



John P. Kaiser



Mary E. Dedger



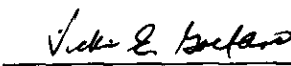
Michael J. DeAngelo



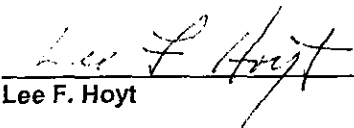
John F. Fiore



Charles F. Lauria



Vicki E. Gaetano



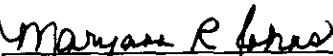
Lee F. Hoyt



Eric S. Holsopple



Dominick R. Padavano



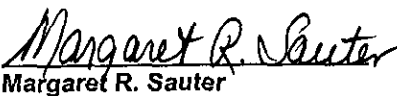
Maryann R. Johns



John Grillo



Carol A. Naselow



Margaret R. Sauter

IBEW LOCAL 320

ALPHABETICAL INDEX

Job No.	Pay Group	Job Title	Date of Last Revision
*405.1†	6	Accounting Clerk 3/C	7/1/98
*405.2†	8**	Accounting Clerk 2/C	7/1/98
*405.3	10**	Accounting Clerk 1/C	7/1/98
*405.4†	10**	Accounting Technician 3/C	7/1/98
*405.5†	12**	Accounting Technician 2/C	7/1/98
*405.6	14**	Accounting Technician 1/C	7/1/98
*405.7†	13**	Accounting Specialist 3/C	7/1/98
*405.8	16**	Accounting Specialist 2/C	7/1/98
*405.9	18.1**	Accounting Specialist 1/C	7/1/98
*132.3	19**+	Automotive & Hydraulic Mechanic 1/C	7/1/98
*132.4†	16**	Automotive & Hydraulic Mechanic 2/C	7/1/98
*132.5†	13**	Automotive & Hydraulic Mechanic 3/C	7/1/98
*140.3	18**	Automotive & Hydraulic Partskeeper	7/1/98
*132.6	19**	Building & Grounds Mechanic 1/C	7/1/98
*132.7†	16**	Building & Grounds Mechanic 2/C	7/1/98
*133.4†	13	Building & Grounds Mechanic 3/C	7/1/98
*142.5	9††	Cafeteria Attendant	7/1/98
*142.4	14	Cafeteria Cook	7/1/98
*142.3	15	Cafeteria Service Supervisor	7/1/98
*132.8	16**	Chauffeur-Mechanic	7/1/98
+141.8	19.1*	Chief Construction Maint. Man/Woman	7/1/98
+125.0	21*	Chief Gas Mechanic	7/1/98
+124.0	21.1*	Chief Gas Mechanic Welder	7/1/98
+126.0	20*	Chief Gas Meter Repair Man/Woman	7/1/98
+123.0	20	Chief Gas Production Man/Woman	7/1/98
+106.0	19.1*	Chief Line Clearance Man/Woman	7/1/98
+132.0	21.1*	Chief Mechanic	7/1/98
+120.5	22*	Chief Plant Technician	7/1/98
+140.0	21*	Chief Storekeeper	7/1/98
+110.0	21.1*	Chief Tester	7/1/98
+131.6	21*	Chief Working Mechanic	7/1/98
*139.1	7††	Cleaning Worker	7/1/98
*406.1	1100	Clerical Assistant 1/C	7/1/98
*406.2†	9	Clerical Assistant 2/C	7/1/98
*406.3†	7	Clerical Assistant 3/C	7/1/98
*403.3	18**	Clerical Specialist	7/1/98
+207.2	19	Commercial Representative 1/C	7/1/98
+207.3†	16	Commercial Representative 2/C	7/1/98
+207.4	14	Commercial Representative-Meter Reader	7/1/98
+207.5†	12	Commercial Rep.-Junior Meter Reader	7/1/98

<u>Job No.</u>	<u>Pay Group</u>	<u>Job Title</u>	<u>Date of Last Revision</u>
+207.6	15.1	Commercial Representative-Collector	7/1/98
+207.0	19.1	Commercial Representative-Special	7/1/98
+206.0	23	Commercial Specialist	7/1/98
+107.1	20.1	Communication Technician 1/C	7/1/98
+107.2†	17	Communication Technician 2/C	7/1/98
+107.3†	14	Communication Technician 3/C	7/1/98
*324.1	20**	Console Operator	7/1/98
+128.1	17.1	Construction Maint. Man/Woman 1/C	7/1/98
+128.2†	12	Construction Maint. Man/Woman 2/C	7/1/98
*350.0	18**	Customer Service Representative - E.H.	7/1/98
*350.9	18.1**	Customer Service Rep. - E.H. Bi-lingual	5/1/03
*350.1	17.1**	Customer Service Representative 1/C	7/1/98
*350.8	18**	Customer Service Rep. 1/C - Bi-lingual	5/1/03
*350.2†	12	Customer Service Representative 2/C	7/1/98
*350.3†	10	Customer Service Representative 3/C	7/1/98
*350.5	17.1**	Customer Service Rep. 1/C - Part-Time	7/1/98
*350.6†	12	Customer Service Rep. 2/C - Part-Time	7/1/98
*350.7	10	Customer Service Rep. 3/C - Part-Time	7/1/98
*307.5	14**	Data Entry Operator A	7/1/98
*307.6	11**	Data Entry Operator B	7/1/98
*307.9†	7	Data Entry Operator-Trainee	7/1/98
*143.1	15**	District Courier	7/1/98
+207.1	21*	District Representative	7/1/98
+207.7	21*	District Representative-Special	7/1/98
*159.5	17**	Drafter	7/1/98
+133.1	19.1	Electrician 1/C	7/1/98
+133.2†	16	Electrician 2/C	7/1/98
+133.3†	13	Electrician 3/C	7/1/98
*159.1	21**	Engineering Drafter 1/C-Special	7/1/98
*159.2	20**	Engineering Drafter 1/C	7/1/98
*159.3†	18**	Engineering Drafter 2/C	7/1/98
*159.4†x	14	Engineering Drafter 3/C	7/1/98
+102.2†	13	Equipment Operator	7/1/98
+102.3	17	Equipment Operator-Dynamite Handler	7/1/98
+102.4	17	Equipment Operator-Special	7/1/98
*150.1	21**	Estimator 1/C	7/1/98
*150.2†	17	Estimator 2/C	7/1/98
*150.3†	13	Estimator 3/C	7/1/98
+156.0	18.1	Field Clerk/Storekeeper	7/1/98
*132.9	12**	Garage Helper	7/1/98
+125.1	19	Gas Mechanic 1/C	7/1/98
+125.2†	16	Gas Mechanic 2/C	7/1/98
+125.3†	13	Gas Mechanic 3/C	7/1/98

Job No.	Pay Group	Job Title	Date of Last Revision
+124.2	19.1	Gas Mechanic Welder 1/C	7/1/98
+124.3†	16	Gas Mechanic Welder 2/C	7/1/98
+124.4†	13	Gas Mechanic Welder 3/C	7/1/98
+126.1	18	Gas Meter Repairman/woman 1/C	7/1/98
+126.2	15	Gas Meter Repairman/woman 2/C	7/1/98
+126.3†	13	Gas Meter Repairman/woman 3/C	7/1/98
+123.1	17	Gas Production Man/Woman 1/C	7/1/98
+123.2	15	Gas Production Man/Woman 2/C	7/1/98
+119.4	12	Gatekeeper	7/1/98
+141.1	14	General Maintenance Man/Woman 1/C	7/1/98
+141.2	12	General Maintenance Man/Woman 2/C	7/1/98
*138.6	16	Head Cleaning Worker	7/1/98
*138.1	18**	Head Maintenance Worker	7/1/98
+114.3	17	Hydro Station Operator 1/C	7/1/98
+114.4†	13	Hydro Station Operator 2/C	7/1/98
*160.1	18**	Interdistrict Courier	7/1/98
*402.6	Fixed++	Junior Clerk	7/1/98
*324.4†	16	Junior Programming Assistant	7/1/98
+106.1	17.1	Line Clearance Man/Woman 1/C	7/1/98
+106.2†	13	Line Clearance Man/Woman 2/C	7/1/98
+101.1	Line	Lineman/Linewoman 1/C	7/1/98
+101.2†	16	Lineman/Linewoman 2/C	7/1/98
+101.3†	13	Lineman/Linewoman 3/C	7/1/98
*141.6	14**	Maintenance Worker 1/C	7/1/98
*141.7	12**	Maintenance Worker 2/C	7/1/98
+132.1	19.1	Mechanic 1/C	7/1/98
+132.2†	16	Mechanic 2/C	7/1/98
+133.0†	13	Mechanic 3/C	7/1/98
+154.1	19.1	Order Dispatcher 1/C	7/1/98
+154.3†	17	Order Dispatcher-Trainee	7/1/98
+118.7	12	Plant Helper	7/1/98
+120.6	20	Plant Technician 1/C	7/1/98
+120.7†	17	Plant Technician 2/C	7/1/98
+120.8†	14	Plant Technician 3/C	7/1/98
*324.3	19**	Programming Assistant	7/1/98
*324.5†	13	Programming Assistant-Trainee	7/1/98
+105.4	14	Protective Equipment Tester	7/1/98
*324.2	18	Record Control Clerk	7/1/98
+108.1	20.1	Relay Technician 1/C	7/1/98
+108.2†	17	Relay Technician 2/C	7/1/98
+108.3†	14	Relay Technician 3/C	7/1/98
+117.0	21*	Roving Chief Mechanic Operator	7/1/98
+117.1	19	Roving Mechanic Operator 1/C	7/1/98

Job No.	Pay Group	Job Title	Date of Last Revision
+117.2†	16	Roving Mechanic Operator 2/C	7/1/98
+117.3†	13	Roving Mechanic Operator 3/C	7/1/98
+109.1	21	Service Worker A	5/1/03
+109.2†	17	Service Worker B	7/1/98
*403.0	21	Special Assistant - Accounting	7/1/98
+104.1	19.1	Splicer 1/C	7/1/98
+104.2†	16	Splicer 2/C	7/1/98
+104.3†	13	Splicer 3/C	7/1/98
+104.5	12	Splicer Helper	7/1/98
*325.1	16.1**	Stationery Storekeeper/Courier	7/1/98
*325.0	16**	Stationery Storeroom Clerk	7/1/98
+140.2	16	Stock Handler	7/1/98
+114.5	17	Substation Operator 1/C	7/1/98
+114.6†	13	Substation Operator 2/C	7/1/98
*157.4	13**	Telephone Representative	7/1/98
+105.1	19.1	Tester 1/C	7/1/98
+105.2	16	Tester 2/C	7/1/98
+105.3†	13	Tester 3/C	7/1/98
+110.1	19.1	Tester 1/C	7/1/98
+110.2†	16	Tester 2/C	7/1/98
+110.3†	13	Tester 3/C	7/1/98
+103.2	11	Utility Worker	7/1/98
+103.3	11***	Utility Worker (Project Trainee)	7/1/98
+131.2	21*	Working Foreman/Woman 2/C	7/1/98
+130.1	21.1*	Working Foreman/Woman 2/C (LES&T)	7/1/98

- * Top Step Only
- ** Top Two Steps Only
- *** First Step Only
- † Job in Automatic Progression Series
- †† The current pay level for the Cleaning Worker of \$10.65 per hour will be continued through December 31, 2003 and; effective January 1, 2004, it will be increased to \$10.85 per hour; effective January 1, 2006, it will be increased to \$11.00 per hour; effective January 1, 2008, it will be increased to \$11.15 per hour. (See 1985 M*33)
The current pay level for the Cafeteria Attendant of \$11.15 per hour will be continued through December 31, 2003 and, effective January 1, 2004, it will be increased to \$11.35 per hour; effective January 1, 2006, it will be increased to \$11.50 per hour; and effective January 1, 2008, it will be increased to \$11.65 per hour.
- oo Those Clerical Assistants 1/C who have been in the top pay step for such classification for a continuous period of 30 months shall be placed in Pay Group 12.0.
- + Symbol after pay group indicates those Automotive & Hydraulic Mechanics 1/C who have completed 36 continuous months in the top step first class level will be placed in Pay Group 19.1.
- ++ Any employee hired to the Junior Clerk classification shall remain at the Fixed Rate for a maximum of six months and thereupon shall receive an automatic increase of \$1.00 per hour and an automatic increase to Pay Group 6 after 12 months in the position.
- x See paragraphs 5 and 7 of Exhibit 96.
- + Symbol before the job specification number denotes T&D Agreement.
- * Symbol before the job specification number denotes TOC Agreement.

TRANSMISSION & DISTRIBUTION**IBEW LOCAL 320 CONTRACT****NUMERICAL INDEX**

Job No.	Pay Group	Job Title	Date of Last Revision
101.1	Line	Lineman/Linewoman 1/C	7/1/98
101.2†	16	Lineman/Linewoman 2/C	7/1/98
101.3†	13	Lineman/Linewoman 3/C	7/1/98
102.2†	13	Equipment Operator	7/1/98
102.3	17	Equipment Operator-Dynamite Handler	7/1/98
102.4	17	Equipment Operator-Special	7/1/98
103.2	11	Utility Worker	7/1/98
103.3	11***	Utility Worker (Project Trainee)	7/1/98
104.1	19.1	Splicer 1/C	7/1/98
104.2†	16	Splicer 2/C	7/1/98
104.3†	13	Splicer 3/C	7/1/98
104.5	12	Splicer Helper	7/1/98
105.1	19.1	Tester 1/C	7/1/98
105.2	16	Tester 2/C	7/1/98
105.3†	13	Tester 3/C	7/1/98
105.4	14	Protective Equipment Tester	7/1/98
106.0	19.1*	Chief Line Clearance Man/Woman	7/1/98
106.1	17.1	Line Clearance Man/Woman 1/C	7/1/98
106.2†	13	Line Clearance Man/Woman 2/C	7/1/98
107.1	20.1	Communication Technician 1/C	7/1/98
107.2†	17	Communication Technician 2/C	7/1/98
107.3†	14	Communication Technician 3/C	7/1/98
108.1	20.1	Relay Technician 1/C	7/1/98
108.2†	17	Relay Technician 2/C	7/1/98
108.3†	14	Relay Technician 3/C	7/1/98
109.1	21	Service Worker A	5/1/03
109.2†	17	Service Worker B	7/1/98
110.0	21.1*	Chief Tester	7/1/98
110.1	19.1	Tester 1/C	7/1/98
110.2†	16	Tester 2/C	7/1/98
110.3†	13	Tester 3/C	7/1/98
114.3	17	Hydro Station Operator 1/C	7/1/98
114.4†	13	Hydro Station Operator 2/C	7/1/98
114.5	17	Substation Operator 1/C	7/1/98
114.6†	13	Substation Operator 2/C	7/1/98
117.0	21*	Roving Chief Mechanic-Operator	7/1/98
117.1	19	Roving Mechanic Operator 1/C	7/1/98
117.2†	16	Roving Mechanic Operator 2/C	7/1/98

Job No.	Pay Group	Job Title	Date of Last Revision
117.3†	13	Roving Mechanic Operator 3/C	7/1/98
118.7	12	Plant Helper	7/1/98
119.4	12	Gatekeeper	7/1/98
120.5	22*	Chief Plant Technician	7/1/98
120.6	20	Plant Technician 1/C	7/1/98
120.7†	17	Plant Technician 2/C	7/1/98
120.8†	14	Plant Technician 3/C	7/1/98
123.0	20	Chief Gas Production Man/Woman	7/1/98
123.1	17	Gas Production Man/Woman 1/C	7/1/98
123.2	15	Gas Production Man/Woman 2/C	7/1/98
124.0	21.1*	Chief Gas Mechanic Welder	7/1/98
124.2	19.1	Gas Mechanic Welder 1/C	7/1/98
124.3†	16	Gas Mechanic Welder 2/C	7/1/98
124.4†	13	Gas Mechanic Welder 3/C	7/1/98
125.0	21*	Chief Gas Mechanic	7/1/98
125.1	19	Gas Mechanic 1/C	7/1/98
125.2†	16	Gas Mechanic 2/C	7/1/98
125.3†	13	Gas Mechanic 3/C	7/1/98
126.0	20*	Chief Gas Meter Repairman/Woman	7/1/98
126.1	18	Gas Meter Repairman/Woman 1/C	7/1/98
126.2	15	Gas Meter Repairman/Woman 2/C	7/1/98
126.3†	13	Gas Meter Repairman/Woman 3/C	7/1/98
128.1	17.1	Construction Maint. Man/Woman 1/C	7/1/98
128.2†	12	Construction Maint. Man/Woman 2/C	7/1/98
130.1	21.1*	Working Foreman/woman 2/C (LES&T)	7/1/98
131.2	21*	Working Foreman/Forewoman 2/C	7/1/98
132.0	21.1*	Chief Mechanic	7/1/98
132.1	19.1	Mechanic 1/C	7/1/98
132.2†	16	Mechanic 2/C	7/1/98
133.0†	13	Mechanic 3/C	7/1/98
133.1	19.1	Electrician 1/C	7/1/98
133.2†	16	Electrician 2/C	7/1/98
133.3†	13	Electrician 3/C	7/1/98
140.0	21*	Chief Storekeeper	7/1/98
140.2	16	Stock Handler	7/1/98
141.1	14	General Maintenance Man/Woman 1/C	7/1/98
141.2	12	General Maintenance Man/Woman 2/C	7/1/98
141.8	19.1*	Chief Construction Maint. Man/Woman	7/1/98
154.1	19.1	Order Dispatcher 1/C	7/1/98
154.3†	17	Order Dispatcher – Trainee	7/1/98
156.0	18.1	Field Clerk/Storekeeper	7/1/98
206.0	23	Commercial Specialist	7/1/98
207.0	19.1	Commercial Representative-Special	7/1/98

Job No.	Pay Group	Job Title	Date of Last Revision
207.1	21*	District Representative	7/1/98
207.2	19	Commercial Representative 1/C	7/1/98
207.3†	16	Commercial Representative 2/C	7/1/99
207.4	14	Commercial Representative-Meter Reader	7/1/98
207.5†	12	Commercial Rep. - Junior Meter Reader	7/1/98
207.6	15.1	Commercial Representative-Collector	7/1/98
207.7	21*	District Representative-Special	7/1/98

- * Top Step Only
- *** First Step Only
- † Job in Automatic Progression Series

TECHNICAL, OFFICE AND CLERICAL

IBEW LOCAL 320 CONTRACT

NUMERICAL INDEX

Job No.	Pay Group	Job Title	Date of Last Revision
131.6	21*	Chief Working Mechanic	7/1/98
132.3	19**+	Automotive & Hydraulic Mechanic 1/C	7/1/98
132.4†	16**	Automotive & Hydraulic Mechanic 2/C	7/1/98
132.5†	13**	Automotive & Hydraulic Mechanic 3/C	7/1/98
132.6	19**	Building & Grounds Mechanic 1/C	7/1/98
132.7†	16**	Building & Grounds Mechanic 2/C	7/1/98
132.8	16**	Chauffeur-Mechanic	7/1/98
132.9	12**	Garage Helper	7/1/98
133.4†	13	Building & Grounds Mechanic 3/C	7/1/98
138.1	18**	Head Maintenance Worker	7/1/98
140.3	18**	Automotive & Hydraulic Partskeeper	7/1/98
141.6	14**	Maintenance Worker 1/C	7/1/98
141.7	12**	Maintenance Worker 2/C	7/1/98
143.1	15**	District Courier	7/1/98
150.1	21**	Estimator 1/C	7/1/98
150.2†	17	Estimator 2/C	7/1/98
150.3†	13	Estimator 3/C	7/1/98
157.4	13**	Telephone Representative	7/1/98
159.1	21**	Engineering Drafter 1/C-Special	7/1/98
159.2	20**	Engineering Drafter 1/C	7/1/98
159.3†	18**	Engineering Drafter 2/C	7/1/98
159.4†x	14	Engineering Drafter 3/C	7/1/98
159.5	17**	Drafter	7/1/98
160.1	18**	Interdistrict Courier	7/1/98
307.5	14**	Data Entry Operator A	7/1/98
307.6	11**	Data Entry Operator B	7/1/98
307.9†	7	Data Entry Operator – Trainee	7/1/98
324.1	20**	Console Operator	7/1/98
324.2	18	Record Control Clerk	7/1/98
324.3	19**	Programming Assistant	7/1/98
324.4†	16	Junior Programming Assistant	7/1/98
324.5†	13	Programming Assistant Trainee	7/1/98
325.0	16**	Stationery Storeroom Clerk	7/1/98
325.1	16.1**	Stationery Storekeeper/Courier	7/1/98
350.0	18**	Customer Service Representative – E.H.	7/1/98
350.1	17.1**	Customer Service Representative 1/C	7/1/98
350.2†	12	Customer Service Representative 2/C	7/1/98
350.3†	10	Customer Service Representative 3/C	7/1/98

Job No.	Pay Group	Job Title	Date of Last Revision
350.5	17.1**	Customer Service Rep. 1/C - Part-Time	7/1/98
350.6†	12	Customer Service Rep. 2/C - Part-Time	7/1/98
350.7†	10	Customer Service Rep. 3/C - Part-Time	7/1/98
350.8	18**	Customer Service Rep. 1/C - Bi-Lingual	5/1/03
350.9	18.1**	Customer Service Rep. E.H. - Bi-Lingual	5/1/03
402.6	Fixed++	Junior Clerk	7/1/98
403.0	21	Special Assistant - Accounting	7/1/98
403.3	18**	Clerical Specialist	7/1/98
405.1†	6	Accounting Clerk 3/C	7/1/98
405.2†	8**	Accounting Clerk 2/C	7/1/98
405.3	10**	Accounting Clerk 1/C	7/1/98
405.4†	10**	Accounting Technician 3/C	7/1/98
405.5†	12**	Accounting Technician 2/C	7/1/98
405.6	14**	Accounting Technician 1/C	7/1/98
405.7†	13**	Accounting Specialist 3/C	7/1/98
405.8†	16**	Accounting Specialist 2/C	7/1/98
405.9	18.1**	Accounting Specialist 1/C	7/1/98
406.1	1100	Clerical Assistant 1/C	7/1/98
406.2†	9	Clerical Assistant 2/C	7/1/98
406.3†	7	Clerical Assistant 3/C	7/1/98

PART - TIME**IBEW LOCAL 320 CONTRACT****NUMERICAL INDEX**

Job No.	Pay Group	Job Title	Date of Last Revision
138.6	16	Head Cleaning Worker	7/1/98
139.1	7††	Cleaning Worker	1/1/90
142.3	15	Cafeteria Service Supervisor	7/1/98
142.4	14	Cafeteria Cook	7/1/98
142.5	9††	Cafeteria Attendant	7/1/98

- * Top Step Only
- ** Top Two Steps Only
- † Job in Automatic Progression Series
- †† The current pay level for the Cleaning Worker of \$10.65 per hour will be continued through December 31, 2003 and; effective January 1, 2004, it will be increased to \$10.85 per hour; effective January 1, 2006, it will be increased to \$11.00 per hour; and effective January 1, 2008, it will be increased to \$11.15 per hour. (See 1985 M*33)
The current pay level for the Cafeteria Attendant of \$11.15 per hour will be continued through December 31, 2003 and effective January 1, 2004, it will be increased to \$11.35 per hour; effective January 1, 2006, it will be increased to \$11.50 per hour; and effective January 1, 2008, it will be increased to \$11.65 per hour.
- oo Those Clerical Assistants 1/C who have been in the top pay step for such classification for a continuous period of 30 months shall be placed in Pay Group 12.
- + Symbol after Pay Group indicates those Automotive & Hydraulic Mechanics 1/C who have completed 36 continuous months in the top step first class level will be placed in Pay Group 19.1.
- ++ Any employee hired to the Junior Clerk classification shall remain at the Fixed Rate for a maximum of six months and thereupon shall receive an automatic increase of \$1.00 per hour and an automatic increase to Pay Group 6 after 12 months in the position.
- x See paragraphs 5 and 7 of Exhibit 96.

- NOTES -

PAY GROUPS AND RATES
I. B. E. W. CONTRACT - 3.75% - Effective May 1, 2003

T&D TOC	PAY GROUP	*STEP 1	*STEP 2	*STEP 1 *STEP 3	STEP 2 STEP 4	HOURLY	MONTHLY	YEARLY
	25	1,439.44	1,512.60	1,572.64	1,661.92	41.548	7,201.65	86,419.84
	24	1,369.00	1,439.44	1,512.60	1,572.64	39.316	6,814.77	81,777.28
	23.1			1,470.88	1,544.48	38.612	6,692.75	80,312.96
<hr/>								
	23	1,300.24	1,369.00	1,439.44	1,512.60	37.815	6,554.60	78,655.20
	22.1			1,400.60	1,470.88	36.772	6,373.81	76,485.76
	22	1,238.64	1,300.24	1,369.00	1,439.44	35.986	6,237.57	74,850.88
<hr/>								
	21.1			1,318.36	1,400.60	35.015	6,069.27	72,831.20
	21	1,179.68	1,238.64	1,300.24	1,369.00	34.225	5,932.33	71,188.00
	20.1			1,270.60	1,318.36	32.959	5,712.89	68,554.72
<hr/>								
	20	1,127.93	1,183.75	1,242.68	1,300.24	32.506	5,634.37	67,612.48
	19.1			1,210.36	1,270.60	31.785	5,505.93	66,071.20
	19	1,064.68	1,123.96	1,179.68	1,238.64	30.966	5,367.44	64,409.28
<hr/>								
	18.1			1,151.84	1,210.36	30.259	5,244.89	62,938.72
	18	1,016.12	1,064.68	1,123.96	1,179.68	29.492	5,111.95	61,343.36
	17.1			1,094.40	1,151.84	28.796	4,991.31	59,895.68
<hr/>								
	17	979.40	1,016.12	1,064.68	1,123.96	28.099	4,870.49	58,445.92
	16.1			1,040.41	1,094.40	27.360	4,742.40	56,908.80
	16	923.44	979.40	1,016.12	1,064.68	26.617	4,613.61	55,363.36
	15.1			1,000.98	1,038.44	25.961	4,499.91	53,998.88
<hr/>								
	15	875.60	923.44	979.40	1,016.12	25.403	4,403.19	52,838.24
	14	842.00	875.60	923.44	979.40	24.485	4,244.07	50,928.80
	13.1			904.87	952.64	23.816	4,128.11	49,537.28
<hr/>								
	13	790.00	842.00	875.60	923.44	23.086	4,001.57	48,018.88
	12	771.60	790.00	842.00	875.60	21.890	3,794.27	45,531.20
	11.1	743.89	780.70	817.51	858.88	21.472	3,721.81	44,661.76
<hr/>								
	11	715.88	771.60	790.00	842.00	21.050	3,648.67	43,784.00
	10	682.44	715.88	771.60	790.00	19.750	3,423.33	41,080.00
	9	648.84	682.44	715.88	771.60	19.290	3,343.60	40,123.20
<hr/>								
	8	619.64	648.84	682.44	715.88	17.897	3,102.15	37,225.76
	7	597.68	619.64	648.84	682.44	17.061	2,957.24	35,486.88
	6	574.94	597.68	619.64	648.84	16.221	2,811.64	33,739.68
<hr/>								
*TIME IN STEPS 1, 2 AND 3 - 6 MONTHS								
				<u>STEP 1</u>	<u>STEP 2</u>			
	LINEMAN/LINEWOMAN 1/C (HV)			1,250.72	1,310.88	32.772	5,680.48	68,165.76
	SERVICE WORKER A (HV)(21)			1,300.24	1,369.00	34.225	5,932.33	71,188.00
	WRKG FRMN/WMN 2/C LES&T (HV)(22)				1,439.44	35.986	6,237.57	74,850.88

PAY GROUPS AND RATES
I. B. E. W. CONTRACT - 3.5% Effective May 1, 2004

T&D TOC GROUP	PAY GROUP	*STEP 1	*STEP 2	*STEP 3	STEP 4	HOURLY	MONTHLY	YEARLY
	25	1,489.84	1,565.56	1,627.68	1,720.08	43.002	7,453.68	89,444.16
	24	1,416.92	1,489.84	1,565.56	1,627.68	40.692	7,053.28	84,639.36
	23.1			1,522.36	1,598.52	39.963	6,926.92	83,123.04
<hr/>								
	23	1,345.76	1,416.92	1,489.84	1,565.56	39.139	6,784.09	81,409.12
	22.1			1,449.64	1,522.36	38.059	6,596.89	79,162.72
	22	1,282.00	1,345.76	1,416.92	1,489.84	37.246	6,455.97	77,471.68
<hr/>								
	21.1			1,364.52	1,449.64	36.241	6,281.77	75,381.28
	21	1,220.96	1,282.00	1,345.76	1,416.92	35.423	6,139.99	73,679.84
	20.1			1,315.08	1,364.52	34.113	5,912.92	70,955.04
<hr/>								
	20	1,167.41	1,225.18	1,286.17	1,345.76	33.644	5,831.63	69,979.52
	19.1			1,252.72	1,315.08	32.877	5,698.68	68,384.16
	19	1,101.96	1,163.28	1,220.96	1,282.00	32.050	5,555.33	66,664.00
<hr/>								
	18.1			1,192.16	1,252.72	31.318	5,428.45	65,141.44
	18	1,051.68	1,101.96	1,163.28	1,220.96	30.524	5,290.83	63,489.92
	17.1			1,132.72	1,192.16	29.804	5,166.03	61,982.32
<hr/>								
	17	1,013.68	1,051.68	1,101.96	1,163.28	29.082	5,040.88	60,490.56
	16.1			1,076.82	1,132.72	28.318	4,908.45	58,901.44
	16	955.76	1,013.68	1,051.68	1,101.96	27.549	4,775.16	57,301.92
	15.1			1,036.01	1,074.80	26.870	4,657.47	55,889.60
<hr/>								
	15	906.24	955.76	1,013.68	1,051.68	26.292	4,557.28	54,687.36
	14	871.48	906.24	955.76	1,013.68	25.342	4,392.61	52,711.36
	13.1			936.54	986.00	24.650	4,272.67	51,272.00
<hr/>								
	13	817.64	871.48	906.24	955.76	23.894	4,141.63	49,699.52
	12	798.60	817.64	871.48	906.24	22.656	3,927.04	47,124.48
	11.1	769.93	808.02	846.12	888.96	22.224	3,852.16	46,225.92
<hr/>								
	11	740.92	798.60	817.64	871.48	21.787	3,776.41	45,316.96
	10	706.32	740.92	798.60	817.64	20.441	3,543.11	42,517.28
	9	671.56	706.32	740.92	798.60	19.965	3,460.60	41,527.20
<hr/>								
	8	641.33	671.56	706.32	740.92	18.523	3,210.65	38,527.84
	7	618.60	641.33	671.56	706.32	17.658	3,060.72	36,728.64
	6	595.06	618.60	641.33	671.56	16.789	2,910.09	34,921.12
<hr/>								
*TIME IN STEPS 1, 2 AND 3 - 6 MONTHS								
				STEP 1	STEP 2			
	LINEMAN/LINEWOMAN 1/C (HV)			1,294.45	1,356.76	33.919	5,879.29	70,551.52
	SERVICE WORKER A (HV)(21)			1,345.76	1,416.92	35.423	6,139.99	73,679.84
	WRKG FRMN/WMN 2/C LES&T (HV)(22)				1,489.84	37.246	6,455.97	77,471.68

PAY GROUPS AND RATES
I. B. E. W. CONTRACT – 3.50% Effective May 1, 2005

T&D TOC	PAY GROUP	*STEP 1	*STEP 2	*STEP 1 *STEP 3	STEP 2 STEP 4	HOURLY	MONTHLY	YEARLY
	25	1,542.00	1,620.36	1,684.64	1,780.28	44.507	7,714.55	92,574.56
	24	1,466.52	1,542.00	1,620.36	1,684.64	42.116	7,300.11	87,601.28
	23.1			1,575.64	1,654.48	41.362	7,169.41	86,032.96
<hr/>								
	23	1,392.88	1,466.52	1,542.00	1,620.36	40.509	7,021.56	84,258.72
	22.1			1,500.36	1,575.64	39.391	6,827.77	81,933.28
	22	1,326.88	1,392.88	1,466.52	1,542.00	38.550	6,682.00	80,184.00
<hr/>								
	21.1			1,412.28	1,500.36	37.509	6,501.56	78,018.72
	21	1,263.68	1,326.88	1,392.88	1,466.52	36.663	6,354.92	76,259.04
	20.1			1,361.12	1,412.28	35.307	6,119.88	73,438.56
<hr/>								
	20	1,208.27	1,268.06	1,331.19	1,392.88	34.822	6,035.81	72,429.76
	19.1			1,296.56	1,361.12	34.028	5,898.19	70,778.24
	19	1,140.52	1,204.00	1,263.68	1,326.88	33.172	5,749.81	68,997.76
<hr/>								
	18.1			1,233.88	1,296.56	32.414	5,618.43	67,421.12
	18	1,088.48	1,140.52	1,204.00	1,263.68	31.592	5,475.95	65,711.36
	17.1			1,172.36	1,233.88	30.847	5,346.81	64,161.76
<hr/>								
	17	1,049.16	1,088.48	1,140.52	1,204.00	30.100	5,217.33	62,608.00
	16.1			1,114.51	1,172.36	29.309	5,080.23	60,962.72
	16	989.20	1,049.16	1,088.48	1,140.52	28.513	4,942.25	59,307.04
	15.1			1,072.27	1,112.40	27.810	4,820.40	57,844.80
<hr/>								
	15	937.96	989.20	1,049.16	1,088.48	27.212	4,716.75	56,600.96
	14	902.00	937.96	989.20	1,049.16	26.229	4,546.36	54,556.32
	13.1			969.32	1,020.52	25.513	4,422.25	53,067.04
<hr/>								
	13	846.24	902.00	937.96	989.20	24.730	4,286.53	51,438.40
	12	826.56	846.24	902.00	937.96	23.449	4,064.49	48,773.92
	11.1	796.88	836.30	875.73	920.08	23.002	3,987.01	47,844.16
<hr/>								
	11	766.84	826.56	846.24	902.00	22.550	3,908.67	46,904.00
	10	731.04	766.84	826.56	846.24	21.156	3,667.04	44,004.48
	9	695.08	731.04	766.84	826.56	20.664	3,581.76	42,981.12
<hr/>								
	8	663.78	695.08	731.04	766.84	19.171	3,322.97	39,875.68
	7	640.25	663.78	695.08	731.04	18.276	3,167.84	38,014.08
	6	615.89	640.25	663.78	695.08	17.377	3,012.01	36,144.16
<hr/>								
*TIME IN STEPS 1, 2 AND 3 - 6 MONTHS								
				<u>STEP 1</u>	<u>STEP 2</u>			
	LINEMAN/LINEWOMAN 1/C (HV)			1,339.81	1,404.24	35.106	6,085.04	73,020.48
	SERVICE WORKER A (HV)(21)			1,392.88	1,466.52	36.663	6,354.92	76,259.04
	WRKG FRMN/WMN 2/C LES&T (HV)(22)				1,542.00	38.550	6,682.00	80,184.00

PAY GROUPS AND RATES
I. B. E. W. CONTRACT - 3.25% Effective May 1, 2006

T&D TOC	PAY GROUP	*STEP 1	*STEP 2	*STEP 1 *STEP 3	STEP 2 STEP 4	HOURLY	MONTHLY	YEARLY
	25	1,592.12	1,673.04	1,739.40	1,838.12	45.953	7,965.19	95,582.24
	24	1,514.20	1,592.12	1,673.04	1,739.40	43.485	7,537.40	90,448.80
	23.1			1,626.84	1,708.24	42.706	7,402.37	88,828.48
<hr/>								
	23	1,438.16	1,514.20	1,592.12	1,673.04	41.826	7,249.84	86,998.08
	22.1			1,549.12	1,626.84	40.671	7,049.64	84,595.68
	22	1,370.00	1,438.16	1,514.20	1,592.12	39.803	6,899.19	82,790.24
<hr/>								
	21.1			1,458.16	1,549.12	38.728	6,712.85	80,554.24
	21	1,304.76	1,370.00	1,438.16	1,514.20	37.855	6,561.53	78,738.40
	20.1			1,405.36	1,458.16	36.454	6,318.69	75,824.32
<hr/>								
	20	1,247.54	1,309.27	1,374.45	1,438.16	35.954	6,232.03	74,784.32
	19.1			1,338.68	1,405.36	35.134	6,089.89	73,078.72
	19	1,177.60	1,243.12	1,304.76	1,370.00	34.250	5,936.67	71,240.00
<hr/>								
	18.1			1,274.00	1,338.68	33.467	5,800.95	69,611.36
	18	1,123.84	1,177.60	1,243.12	1,304.76	32.619	5,653.96	67,847.52
	17.1			1,210.48	1,274.00	31.850	5,520.67	66,248.00
<hr/>								
	17	1,083.24	1,123.84	1,177.60	1,243.12	31.078	5,386.85	64,642.24
	16.1			1,150.73	1,210.48	30.262	5,245.41	62,944.96
	16	1,021.36	1,083.24	1,123.84	1,177.60	29.440	5,102.93	61,235.20
	15.1			1,107.12	1,148.56	28.714	4,977.09	59,725.12
<hr/>								
	15	968.44	1,021.36	1,083.24	1,123.84	28.096	4,869.97	58,439.68
	14	931.32	968.44	1,021.36	1,083.24	27.081	4,694.04	56,328.48
	13.1			1,000.84	1,053.68	26.342	4,565.95	54,791.36
<hr/>								
	13	873.76	931.32	968.44	1,021.36	25.534	4,425.89	53,110.72
	12	853.44	873.76	931.32	968.44	24.211	4,196.57	50,358.88
	11.1	822.78	863.48	904.19	950.00	23.750	4,116.67	49,400.00
<hr/>								
	11	791.76	853.44	873.76	931.32	23.283	4,035.72	48,428.64
	10	754.80	791.76	853.44	873.76	21.844	3,786.29	45,435.52
	9	717.68	754.80	791.76	853.44	21.336	3,698.24	44,378.88
<hr/>								
	8	685.35	717.68	754.80	791.76	19.794	3,430.96	41,171.52
	7	661.06	685.35	717.68	754.80	18.870	3,270.80	39,249.60
	6	635.91	661.06	685.35	717.68	17.942	3,109.95	37,319.36
<hr/>								
*TIME IN STEPS 1, 2 AND 3 - 6 MONTHS								
				<u>STEP 1</u>	<u>STEP 2</u>			
	LINEMAN/LINEWOMAN 1/C (HV)			1,383.35	1,449.88	36.247	6,282.81	75,393.76
	SERVICE WORKER A (HV)(21)			1,438.16	1,514.20	37.855	6,561.53	78,738.40
	WRKG FRMN/WMN 2/C LES&T (HV)(22)				1,592.12	39.803	6,899.19	82,790.24

PAY GROUPS AND RATES
I. B. E. W. CONTRACT - 3.25% Effective May 1, 2007

T&D TOC	PAY GROUP	*STEP 1	*STEP 2	*STEP 1 *STEP 3	STEP 2 STEP 4	HOURLY	MONTHLY	YEARLY
	25	1,643.88	1,727.40	1,795.92	1,897.84	47.446	8,223.97	98,687.68
	24	1,563.40	1,643.88	1,727.40	1,795.92	44.898	7,782.32	93,387.84
	23.1			1,679.72	1,763.76	44.094	7,642.96	91,715.52
<hr/>								
	23	1,484.92	1,563.40	1,643.88	1,727.40	43.185	7,485.40	89,824.80
	22.1			1,599.48	1,679.72	41.993	7,278.79	87,345.44
	22	1,414.52	1,484.92	1,563.40	1,643.88	41.097	7,123.48	85,481.76
<hr/>								
	21.1			1,505.56	1,599.48	39.987	6,931.08	83,172.96
	21	1,347.16	1,414.52	1,484.92	1,563.40	39.085	6,774.73	81,296.80
	20.1			1,451.04	1,505.56	37.639	6,524.09	78,289.12
<hr/>								
	20	1,288.09	1,351.82	1,419.12	1,484.92	37.123	6,434.65	77,215.84
	19.1			1,382.20	1,451.04	36.276	6,287.84	75,454.08
	19	1,215.88	1,283.52	1,347.16	1,414.52	35.363	6,129.59	73,555.04
<hr/>								
	18.1			1,315.40	1,382.20	34.555	5,989.53	71,874.40
	18	1,160.36	1,215.88	1,283.52	1,347.16	33.679	5,837.69	70,052.32
	17.1			1,249.84	1,315.40	32.885	5,700.07	68,400.80
<hr/>								
	17	1,118.44	1,160.36	1,215.88	1,283.52	32.088	5,561.92	66,743.04
	16.1			1,188.13	1,249.84	31.246	5,415.97	64,991.68
	16	1,054.56	1,118.44	1,160.36	1,215.88	30.397	5,268.81	63,225.76
	15.1			1,143.10	1,185.88	29.647	5,138.81	61,665.76
<hr/>								
	15	999.92	1,054.56	1,118.44	1,160.36	29.009	5,028.23	60,338.72
	14	961.60	999.92	1,054.56	1,118.44	27.961	4,846.57	58,158.88
	13.1			1,033.35	1,087.92	27.198	4,714.32	56,571.84
<hr/>								
	13	902.16	961.60	999.92	1,054.56	26.364	4,569.76	54,837.12
	12	881.16	902.16	961.60	999.92	24.998	4,332.99	51,995.84
	11.1	849.52	891.54	933.58	980.88	24.522	4,250.48	51,005.76
<hr/>								
	11	817.48	881.16	902.16	961.60	24.040	4,166.93	50,003.20
	10	779.32	817.48	881.16	902.16	22.554	3,909.36	46,912.32
	9	741.00	779.32	817.48	881.16	22.029	3,818.36	45,820.32
<hr/>								
	8	707.62	741.00	779.32	817.48	20.437	3,542.41	42,508.96
	7	682.54	707.62	741.00	779.32	19.483	3,377.05	40,524.64
	6	656.58	682.54	707.62	741.00	18.525	3,211.00	38,532.00

***TIME IN STEPS 1, 2 AND 3 - 6 MONTHS**

		STEP 1	STEP 2			
LINEMAN/LINEWOMAN 1/C (HV)		1,428.31	1,497.00	37.425	6,487.00	77,844.00
SERVICE WORKER A (HV)(21)		1,484.92	1,563.40	39.085	6,774.73	81,296.80
WRKG FRMN/WMN 2/C LES&T (HV)(22)			1,643.88	41.097	7,123.48	85,481.76

PAY GROUPS AND RATES
IBEW CONTRACT
LOCAL 320

PART-TIME CONTRACT

Effective May 1, 2003

Hourly Rates

<u>Pay Group</u>	<u>*Step 1</u>	<u>*Step 2</u>	<u>*Step 3</u>	<u>*Step 4</u>
17	24.485	25.403	26.617	28.099
16	23.086	24.485	25.403	26.617
15	21.890	23.086	24.485	25.403
14	21.050	21.890	23.086	24.485
13	19.750	21.050	21.890	23.086
12	19.290	19.750	21.050	21.890
11	17.897	19.290	19.750	21.050
10	17.061	17.897	19.290	19.750
9	16.221	17.061	17.897	19.290
8	15.491	16.221	17.061	17.897
7	14.942	15.491	16.221	17.061

Effective May 1, 2004

Hourly Rates

<u>Pay Group</u>	<u>*Step 1</u>	<u>*Step 2</u>	<u>*Step 3</u>	<u>*Step 4</u>
17	25.342	26.292	27.549	29.082
16	23.894	25.342	26.292	27.549
15	22.656	23.894	25.342	26.292
14	21.787	22.656	23.894	25.342
13	20.441	21.787	22.656	23.894
12	19.965	20.441	21.787	22.656
11	18.523	19.965	20.441	21.787
10	17.658	18.523	19.965	20.441
9	16.789	17.658	18.523	19.965
8	16.033	16.789	17.658	18.523
7	15.465	16.033	16.789	17.658

*Time in Steps 1, 2 and 3 – 6 months

PAY GROUPS AND RATES
IBEW CONTRACT
LOCAL 320

PART-TIME CONTRACT

Effective May 1, 2005

Hourly Rates

<u>Pay Group</u>	<u>*Step 1</u>	<u>*Step 2</u>	<u>*Step 3</u>	<u>*Step 4</u>
17	26.229	27.212	28.513	30.100
16	24.730	26.229	27.212	28.513
15	23.449	24.730	26.229	27.212
14	22.550	23.449	24.730	26.229
13	21.156	22.550	23.449	24.730
12	20.664	21.156	22.550	23.449
11	19.171	20.664	21.156	22.550
10	18.276	19.171	20.664	21.156
9	17.377	18.276	19.171	20.664
8	16.594	17.377	18.276	19.171
7	16.006	16.594	17.377	18.276

Effective May 1, 2006

Hourly Rates

<u>Pay Group</u>	<u>*Step 1</u>	<u>*Step 2</u>	<u>*Step 3</u>	<u>*Step 4</u>
17	27.081	28.096	29.440	31.078
16	25.534	27.081	28.096	29.440
15	24.211	25.534	27.081	28.096
14	23.283	24.211	25.534	27.081
13	21.844	23.283	24.211	25.534
12	21.336	21.844	23.283	24.211
11	19.794	21.336	21.844	23.283
10	18.870	19.794	21.336	21.844
9	17.941	18.870	19.794	21.336
8	17.134	17.941	18.870	19.794
7	16.527	17.134	17.941	18.870

***Time in Steps 1, 2 and 3 – 6 months**

PAY GROUPS AND RATES
IBEW CONTRACT
LOCAL 320

PART-TIME CONTRACT

Effective May 1, 2007

Hourly Rates

Pay Group	<u>*Step 1</u>	<u>*Step 2</u>	<u>*Step 3</u>	<u>*Step 4</u>
17	27.961	29.009	30.397	32.088
16	26.364	27.961	29.009	30.397
15	24.998	26.364	27.961	29.009
14	24.040	24.998	26.364	27.961
13	22.554	24.040	24.998	26.364
12	22.029	22.554	24.040	24.998
11	20.437	22.029	22.554	24.040
10	19.483	20.437	22.029	22.554
9	18.525	19.483	20.437	22.029
8	17.690	18.525	19.483	20.437
7	17.064	17.690	18.525	19.483

*Time in Steps 1, 2 and 3 – 6 months

- †† The current pay level for the Cleaning Worker of \$10.65 per hour will be continued through December 31, 2003 and; effective January 1, 2004, it will be increased to \$10.85 per hour; effective January 1, 2006, it will be increased to \$11.00 per hour; effective January 1, 2008, it will be increased to \$11.15 per hour. (See 1985 M*33)

The current pay level for the Cafeteria Attendant of \$11.15 per hour will be continued through December 31, 2003 and, effective January 1, 2004, it will be increased to \$11.35 per hour; effective January 1, 2006, it will be increased to \$11.50 per hour; and effective January 1, 2008, it will be increased to \$11.65 per hour.

EXHIBITS INCLUDED AS SUPPLEMENTAL AGREEMENTS**LOCAL 320 OF THE I.B.E.W.****E
X
H**

- +** Applies to T&D Agreement
- *** Applies to TOC Agreement and/or PT Agreement
- M** Modified

Where no designation appears, the Exhibit is applicable to both Agreements.

Index of Supplemental Agreements (Exhibits)
I.B.E.W. Local 320

Ex. #	Date	Description	Reference
+ 1	6/29/54 M 6/15/60 M 6/1/83 M 5/1/03	Coffee Break	Item 11, 1961 Negotiations Item 20, 2003 Negotiations
+ 2	1/13/67 M 5/1/03	Seniority Former Ellenville Employees	
* 2	1/18/67	Seniority Former Ellenville Employees	
3	10/22/57 M 6/1/83 M 7/1/94	Selection of Working Foreman/Forewoman, Chief and Commercial Specialist	Item 39, 1971 Negotiations, Item 10, 1967 Negotiations Item 45, 1965 Negotiations
* 4	5/8/63 M 6/1/83 M 5/1/03	Memorandum of Understanding Re: Changes Concerning Examination for Promotion	Item 39, 1971 Negotiations Item 10, 1967 Negotiations Item 9, 1954 Negotiations Item 2, 1950 Negotiations
5	1/22/62	Outside Employment	
+ 6	2/8/63	Electricians' Duties Defined	
+ 7	6/19/79 M 6/1/83 M 7/1/87 M 7/1/91 M 5/1/03	Clarification of Exhibit 27, 1963 Upgrading	Item 47, 1973 Negotiations Item 26, 1979 Negotiations Item 13, 1981 Negotiations Item 30, 1987 Negotiations
+ 8	6/20/62 M 6/1/83 M 5/1/03	Clarification of Holidays Shift Workers	Item 5, 1962 Negotiations
9	2/22/71 M 6/1/83 M 7/1/85	Jury Duty	See Grievance 70-20 Item 56, 1985 Negotiations
+ 10	1/19/66 M 7/1/83	Clarification of 16-Hour Rule	Item 67, 1973 Negotiations
+ 11	2/17/66	Inspection of Bucket Trucks	Item 39, 1965 Negotiations

Ex. #	Date	Description	Reference
+ 12	10/7/66	Chauffeur Licenses	Item 64, 1973 Negotiations Item 49, 1971 Negotiations
13	4/2/68	Hiring Relatives	
+ 14	11/4/68	Commercial Representatives Collecting	Item 28, 1971 Negotiations
+ 15	4/4/63 M 6/1/83 M 5/1/03	Changes in Examination Procedures	Item 22, 1962 Negotiations Item 8B, 1981 Negotiations
+ 16	2/14/80 M 6/1/83 M 5/1/03	Upgrading of Line Clearance Man/Woman 2/C	See Grievance 79-10 Item 37, 2003 Negotiations
+ 17	6/5/69 M 7/1/77 M 7/1/83 M 7/1/85 M 7/1/87 M 7/1/98 M 5/1/03	Equalization of Overtime	Item 30, 1987 Negotiations 7/18/02 Rover OT Agreement Items 47, 48, 65, 70, 2003 Negotiations
+ 18	3/5/71 M 6/1/83 M 5/1/03	Project Trainee	
+ 19	7/1/79 M 6/1/83 M 7/1/85	Construction Maintenance Men/Women	Item 27, 1979 Negotiations Item 9, 1981 Negotiations Item 44, 1985 Negotiations
20	M 7/1/89	Eye Protection Program	
+ 21	7/12/65 M 6/1/83	Electrician Crew Danskammer	
22	12/19/69 M 5/1/03	Dependent Children Who Are Full-Time Students	
23	6/17/65 M 5/1/03	Less Complicated Service Extensions and Relocation Estimator	
24	2/27/70 M 7/1/83 M 5/1/03	Bid Form and Grievance Form	
+ 25	1/21/71 M 5/1/03	Roving Mechanic Operator Agreement	

Ex. #	Date	Description	Reference
26	7/20/80	New Position Becomes Unavailable Through Post and Bid Procedure	See Grievance 79-22
27	7/1/73 <u>M 5/1/03</u>	Establishment of Joint Committee on Alcoholism	Item 13, 1973 Negotiations
28	Reserved		
29	Reserved		
+ 30	11/14/73 <u>M 5/27/86</u> <u>M 5/1/03</u>	Propane-Air Mixing Facilities	Item 61, 1987 Negotiations <u>Item 45, 2003 Negotiations</u>
+ 31	7/1/79 <u>M 7/1/83</u> <u>M 7/1/87</u> <u>M 7/1/98</u>	URD Program	Item 13, 1979 Negotiations Item 30, 1987 Negotiations
32	7/1/75 <u>M 6/1/83</u> <u>M 5/1/03</u>	Callout Pay and Overtime Meals	Item 27, 1975 Negotiations <u>Item 49, 2003 Negotiations</u>
* 33	3/1/63 <u>M 5/1/03</u>	Painting	
* 34	7/2/56 <u>M 5/1/03</u>	Co-op Students	Item 44, 1977 Negotiations Item 20, 1969 Negotiations <u>Item 49, 2003 Negotiations</u>
* 35	7/1/69 <u>M 7/1/81</u>	Personal Hand Tools	Item 45, 1969 Negotiations Item 28-B, 1981 Negotiations
* 36	6/19/67 <u>M 7/1/85</u> <u>M 5/1/03</u>	CPR Recording	<u>Item 49, 2003 Negotiations</u>
37	8/13/54 <u>M 6/1/83</u>	Definition of General and Direct Supervision	
+ 38		R Shift	See Grievance 75-6
+ 39	10/20/52 <u>M 6/1/83</u>	Line Clearance	
+ 40	8/6/76	Personal Time for Funeral of a Friend	See Grievance 75-75
* 40	8/5/76 <u>M 5/1/03</u>	Personal Time for Funeral of a Friend	<u>Item 49, 2003 Negotiations</u>

Ex. #	Date	Description	Reference
41	4/11/74 M 7/1/85 M 5/1/03	Snow Removal and Sanding, South Road	M Item 49, 1985 Negotiations <u>Item 49, 2003 Negotiations</u>
42	Reserved		
+ 43	4/14/78 M 7/1/98 M 5/1/03	Article IX D Transfers	<u>Item 49, 2003 Negotiations</u>
* 44	4/22/68 M 6/1/83 M 5/1/03	Pay of Students Assigned as Maintenance Worker 2/C	<u>Item 49, 2003 Negotiations</u>
* 45	1/24/74	Analysis of Field Conditions and Paperwork in Connection With Voltage Complaints	See Grievance 72-103
+ 46	10/3/75 M 6/1/83	Lineman/Linewoman Taking Rotation Test	See Grievances 75-12, 75-13, 75-28
47	8/30/76	Military Leave and Holiday Pay	See Grievances 72-14, 72-15, 72-16
48	Reserved		
+ 49	6/3/76 M 6/1/83 M 7/1/85 M 7/1/87	Gatekeeper	See Grievances 74-35, 75-03, Item 40, 1985 Negotiations Item 21B, 1987 Negotiations
* 50	4/26/77 M 9/19/80 M 9/26/83 M 7/1/98	CSR Training Program	
51	Reserved		
52	2/23/77 M 7/1/81 M 5/1/03	Travel Allowance, Article IX D	Item 38, 1981 Negotiations <u>Item 49, 2003 Negotiations</u>
* 53	1/20/83 M 7/1/91 M 7/1/98 M 5/1/03	Equalization of Overtime	<u>Items 48 & 65, 2003 Negotiations</u>

<u>Ex. #</u>	<u>Date</u>	<u>Description</u>	<u>Reference</u>
* 54	10/16/81 M 1/15/82 M 7/1/83 M 7/1/87 M 7/1/89 M 7/1/94 M 7/1/98 M 5/1/03	CSR Part-Time Agreement	Item 27, 1983 Negotiations Items 6 & 49, 1987 Negotiations <u>Item 46(b), 2003 Negotiations</u>
55	Reserved		
+ 56	7/1/79 M 7/1/87	Relight Agreement	Item 32, 1979 Negotiations Item 30, 1987 Negotiations
57	Reserved		
+ 58	7/1/79	Fixed Load Resistor	See Grievance 76-88
+ 59	7/1/79 M 7/1/87	Commercial Representative 3/C and Unlocking Network Meters	See Grievance 78-33 Item 28, 1987 Negotiations
+ 60	7/1/79 M 7/1/87	Buildings of Public Assembly	Item 32, 1979 Negotiations Item 30, 1987 Negotiations
+ 61	12/17/62	Clarification of Meal Provisions 7-Hour Rule	
+ 62	9/25/78 M 6/1/83	Manning of District Storeroom During Regular Workweek	See Grievance 78-32
63	Reserved		
+ 64	5/13/82	Storerooms VDT Input	See Grievances 81-03, 81-29 and 81-31
+ 65	1/31/80	Personal Time to Renew Driver's License	See Grievance 1977-45
+ 66	5/6/82	Entrance to Storeroom During Other Than Normal Working Hours	See Grievance 1982-04
67	Reserved		
+ 68	7/1/85 M 7/1/87 <u>M 5/1/03</u>	Line Clearance Job Area Reporting Program	Item 27, 1985 Negotiations Item 33, 1987 Negotiations <u>Item 60, 2003 Negotiations</u>

Ex. #	Date	Description	Reference
* 69	7/1/85 M 7/1/87	Clerical Series Reorganization	Item 47, 1985 Negotiations Item 51, 1987 Negotiations
+ 70	7/1/83 M 7/1/87	Establishment of Chief Gas Mechanic Welder	Item 20, 1983 Negotiations Item 30, 1987 Negotiations
+ 71	7/1/85	One Hour Requirement for Upgrading – Lunch	Third Step Answer Grievance 84-12
+ 72	7/1/85	Upgrade for Two Crews Working Together	Second Step Answer Grievance 61-05
+ 73	7/1/85	Pyramiding Benefits	Second Step Answer Grievance 61-01 Item 49, 1985 Negotiations
+ 74	7/1/85	Filling Service Workers Shifts	Second Step Answer Grievance 71-06
+ 75	7/1/85	Two Callouts Within 3 Hours	Second Step Answer Grievance 83-17
* 76	7/1/83 M 7/1/94 M 7/1/85 M 7/1/87	Accounting Reorganization	Item 19, 1983 Negotiations Item 47, 1985 Negotiations Item 58, 1987 Negotiations
* 77	7/1/85	Afternoon Break – Data Entry Operators	Third Step Answer Complaint 78-D
* 78	7/1/85 M 5/1/87 <u>M 5/1/03</u>	Roof Repairs – Joint Jurisdiction	Third Step Answer Grievance 81- 111 <u>Item 49, 2003</u> <u>Negotiations</u>
79	Reserved		

Ex. #	Date	Description	Reference
* 80	7/1/87 <u>M 5/1/03</u>	Chauffeur – Mechanic Special Schedule	Third Step Settlement Grievance 85- 111 Item 20E, 1987 Negotiations Item 49, 2003 <u>Negotiations</u>
81	Reserved		
82	7/1/89 <u>M 5/1/03</u>	Disability Benefits Plan Schedule	<u>Item 49, 2003</u> <u>Negotiations</u>
* 83	7/1/89	Clerical Assistant and Promotional Sales Calls	Third Step Grievance Settlement 87- 118, 119, 120
* 84	7/1/89	Interim Storm Staffing	Third Step Grievance Settlement 88- 111
85	Reserved		
* 86	7/1/89 M 7/1/91 M 7/1/94 <u>M 5/1/03</u>	Expanded Levels of Service program	1989-13 <u>Items 49 and 74,</u> <u>2003</u> <u>Negotiations</u>
+ 87	12/10/90 M 1/1/95	15KV Gloving Program	
+ 88	7/1/91	"ANY" Headquarters Definition	Third Step Settlement Grievances 87- 21, 87-29, 87-45 and 88-27, 87-58 and 88-16
+ 89	7/1/91	Thruway Toll Reimbursement Headquarter Relocation	Third Step Settlement of Grievance 87-24
90	7/1/91 <u>M 5/1/03</u>	Random Drug Testing Covered Classifications	Drug Policy Item 49, 2003 <u>Negotiations</u>
+ 91	5/10/90	Service Worker Agreement	
+ 92	7/29/85	Pay Grade For Contract Inspection Work	Second Step Settlement Grievance 84-38
+ 93	4/9/90	Extended Day Overtime For Rotating Shift Employee	Second Step Settlement Grievance 90-05 and 90-11
94	Reserved		

Ex. #	Date	Description	Reference
+ 95	7/1/91 <u>M 5/1/03</u>	Commercial Representative Schedule & Numbers	1991-18A <u>Item 38, 2003 Negotiations</u>
* 96	7/1/91 <u>M 7/1/94</u>	Engineering Drafter Program	1991-22A
+ 97	7/1/91	Mechanic – Rigger Program	1991-24
+ 98	7/1/91	Tester Program	1991-40
+ 99	7/1/91	Splicer, Working Foreman/Forewoman & Gas Mechanic Welder Lateral Transfer	Grievance 92-264
100	7/1/94 <u>M 7/1/98</u> <u>M 5/1/03</u>	Health Care Contribution Schedule	1994-12 <u>Item 6, 2003 Negotiations</u>
+ 101	9/15/92 <u>M 5/1/03</u>	Road Digger Operations	Grievance 91-66 <u>Item 39, 2003 Negotiations</u>
+ 102	1/4/93	Electrician Working Foreman/Forewoman – Roving	Grievance 92-21
+ 103	5/19/93	Gas Contractor School – Commercial Specialist	Grievances 92-222, 92-227, 92-228
104	Reserved		
+ 105	6/2/93	Equipment Operator – License	Grievance 92-234
* 106	1/1/94 <u>M 7/1/94</u> <u>M 5/1/03</u>	Family Care Leave of Absence Program	<u>Item 49, 2003 Negotiations</u>
+ 107	1/1/94 <u>M 7/1/94</u> <u>M 5/1/03</u>	Family Care Leave of Absence Program	<u>Item 49, 2003 Negotiations</u>
108	1/1/94 <u>M 5/1/03</u>	Family Care Leave of Absence Program	<u>Item 49, 2003 Negotiations</u>
109	Reserved		
+ 110	7/1/94 <u>M 7/1/98</u> <u>M 5/1/03</u>	Vehicles – Commercial Representatives	<u>Items 52 & 63, 2003 Negotiations</u>
111	7/1/98	Union Business Manager – Leave of Absence	
+ 112	7/1/94 <u>M 5/1/03</u>	Construction Maintenance Job Area Reporting Program	1998-28 <u>Items 41 & 61, 2003 Negotiations</u>
113	11/16/93	CDL Permit Application Reimbursement	See Grievances 93-20 and 93-21

<u>Ex. #</u>	<u>Date</u>	<u>Description</u>	<u>Reference</u>
<u>114</u>	<u>7/1/98</u> <u>M 5/1/03</u>	<u>Driver's License</u> <u>Suspension/Revocation</u>	<u>Item 57, 2003</u> <u>Negotiations</u>
<u>115</u>	<u>5/1/03</u>	<u>District Representative</u> <u>District Representative</u> <u>- Special Trainee</u> <u>Selection</u>	<u>Item 52, 2003</u> <u>Negotiations</u>
<u>116</u>	<u>5/1/03</u>	<u>Storm Restoration</u> <u>Bargaining Unit</u>	<u>Item 23, 2003</u> <u>Negotiations</u>
<u>117</u>	<u>7/1/98</u> <u>M 5/1/03</u>	<u>Sale of Production</u>	<u>1998-10,</u> <u>Exhibit J</u> <u>Item 27, 2003</u> <u>Negotiations</u>
<u>+ 118</u>	<u>7/1/98</u> <u>M 5/1/03</u>	<u>Electrician Job Area</u> <u>Reporting Program</u>	<u>1998-35 Ex F</u> <u>Item 80, 2003</u> <u>Negotiations</u>
<u>+ 119</u>	<u>11/27/01</u> <u>M 5/1/03</u>	<u>Remote Terminal Unit</u> <u>Communication</u> <u>Technicians</u>	<u>11/27/2001</u> <u>Item 44, 2003</u> <u>Negotiations</u>
<u>* 120</u>	<u>3/15/02</u> <u>M 5/1/03</u>	<u>CSR Full & Part-Time</u> <u>Vacation Selection</u> <u>Agreement</u>	<u>3/15/02</u> <u>Item 46a, 2003</u> <u>Negotiations</u>
<u>* 121</u>	<u>12/19/01</u> <u>M 5/1/03</u>	<u>Garage Helper Upgrade</u>	<u>12/19/01</u> <u>Grievance</u> <u>2000-109</u>
<u>122</u>	<u>11/25/92</u> <u>M 5/1/03</u>	<u>Numbers of District</u> <u>Representatives</u>	<u>Grievance</u> <u>Settlement 90-15</u> <u>and 90-16</u>
<u>+ 123</u>	<u>5/1/03</u>	<u>DR Working From</u> <u>Home</u>	<u>Item 64 Ex F,</u> <u>2003</u> <u>Negotiations</u>
<u>+ 124</u>	<u>2/23/93</u> <u>8/11/93</u> <u>5/15/95</u> <u>M 5/1/03</u>	<u>Callout Response</u> <u>Program</u>	<u>5/14/95</u> <u>Item 71, 2003</u> <u>Negotiations</u>
<u>* 125</u>	<u>5/1/03</u>	<u>CSR - #s on Vacation,</u> <u>Bi-Lingual Program,</u> <u>Storm List Callout</u>	<u>Item 74, 2003</u> <u>Negotiations</u>
<u>+ 126</u>	<u>5/1/03</u>	<u>Service Worker</u> <u>Agreement</u>	<u>Item 72 Ex G,</u> <u>2003</u> <u>Negotiations</u>
<u>+ 127</u>	<u>5/1/03</u>	<u>Project Construction</u> <u>Program Agreement</u>	<u>Item 73 Ex H,</u> <u>2003</u> <u>Negotiations</u>

+ Exhibit 1

June 29, 1954

(Amended June 15, 1960)

(Amended June 1, 1983)

(Amended May 1, 2003)

The following instructions will serve as a guide to uniformly administer the privilege extended to the outside field forces to drink coffee while on the job:

Employees will be permitted throughout the day to drink the coffee which they have brought along to work.

Employees will not be permitted to leave the job for the purpose of getting coffee. If conditions warrant, the Foreman/Forewoman* may at his/her discretion permit an employee who can be spared to go to a business establishment serving coffee, if nearby, to bring back coffee for those desiring it.

Employees will not be permitted during working hours to drive out of their way for coffee.

Employees will not be permitted to stop for breakfast after leaving work headquarters.

Employees will be permitted to stop for coffee once per day on their way to a jobsite. This stop shall not last more than fifteen minutes and no more than two company vehicles shall be permitted to be at the same business establishment at the same time.

*Person in charge of the crew. (See Item #11, in Memo of Agreement with Local 320, dated June 15 and 16, 1960)

+ Exhibit 2

January 13, 1967

(Amended 5/1/2003)

In connection with the merger of the Ellenville Electric Company with Central Hudson and the treatment of its employees with respect to "seniority" and "service" as applied to promotions, I.B.E.W. Local 320 T&D Agreement has made the following determinations:

1. Employees of the Ellenville Electric Company who perform work in classifications covered by the T&D Agreement will be assigned to appropriate occupational groups and their "seniority" in such groups will be the date of the merger.
2. "Service" as defined in Article IV, Paragraph A, of the Working Agreement dated July 1, 1965 will include the combined period of continuous employment with Central Hudson and Ellenville Electric. The combined "service" date will be applied in cases where "seniority" is equal.
3. In connection with the selection of candidates for beginning jobs in the automatic progression series of those who pass the general ability examination, the candidate with the greatest amount of continuous service in I.B.E.W. Local 320 will be selected.

*** Exhibit 2**

January 18, 1967
(Amended 5/1/2003)

In connection with the merger of the Ellenville Electric Company with Central Hudson and the treatment of its employees with respect to seniority as applied to promotions, I.B.E.W. Local 320 has made the following determinations:

1. The seniority of employees of the Ellenville Electric Company who are to be assigned work in job classifications covered by IBEW Local 320 TOC Agreement will commence on the date of the merger.
2. If two or more employees who qualify for a posted job have equal seniority, the combined length of service with Central Hudson and Ellenville Electric shall govern.

Exhibit 3

(See 1965+45, 1971-39, and 1973-M*35)

October 22, 1957
(Revised April 25, 1972)
(Amended June 1, 1983)
(Amended July 1, 1994)

Re: Selection of Working Foremen/Forewomen,
Chief or Commercial Specialists

The selection program shall consist of three parts:

I. "Job Know How" Examination designed to measure an applicant's knowledge of the job for which the employee is attempting to qualify and/or the employee's demonstrated ability to perform all phases of such work. This examination shall be prepared by the Company and the Union examiners and will consist of questions which may require either written answers and/or a demonstration of the applicant's ability to perform the work. The examiners will assign a point value to each question according to agreed importance.

II. Supervisory Aptitude Tests which are designed to measure the applicant's ability to effectively get work done through the efforts of the people he/she supervises. Tests for this portion of the program will vary according to the type of job for which the applicant is being considered and may include tests such as the following:

- (a) General Intelligence
- (b) Match Comprehension
- (c) Practical Judgment
- (d) Supervisory Knowledge
- (e) Reading Comprehension
- (f) Safety Knowledge

Examiners will agree upon the characteristics to be measured, the tests to be used, and the point value to be assigned to each test.

III. Applicant Appraisal is designed to appraise certain qualities which cannot be measured by tests or examinations, such as: attitude, expression, initiative, organization and planning, interest, and so forth. The examiners will agree on the number of appraisals to be used and will designate the persons to complete them. An equal number will be prepared by the Company and the Union Representatives and the average of all appraisals will be used in determining the final score. A point value will be placed on the degree each characteristic is measured and an agreed passing grade determined before the applicant is appraised.

E
X
H

An applicant must have had at least three years' experience as a first-class employee in the craft for which such employee is attempting to qualify as a Working Foreman/Forewoman, Chief, or Commercial Specialist. However, if an applicant who does not have such three years' experience qualifies by examination, the senior employee of those who do qualify will be selected.

In order to qualify for a Working Foreman/Forewoman, Chief, or Commercial Specialist's position, an applicant must receive a passing grade in all three parts of the selection program.

* Exhibit 4

(See 1950*2 and 1971-39)

(Amended 6/1/83)

(Amended 5/1/2003)

May 8, 1963

**Memorandum of Understanding Re: Changes
Concerning Examinations for Promotions**

Use of Reference Books

It is agreed reference books and/or standards normally used in day-to-day work may be used during examinations. However, such reference materials must be approved and furnished by the examiners. The decisions of the examiners with respect to such reference books shall be final.

Written vs. Practical Questions

In preparing examinations, examiners will give consideration to the use of demonstrations vs. "paper and pencil" tests, when appropriate, in order to best measure the applicants' abilities.

"Paper Work" Questions

It was agreed that questions concerning paper work such as preparation of time sheets and material requisitions will not be included in examinations for jobs where in practice such paper work is not a part of the job. The use of "paper work" questions shall be left to the judgment of the examiners.

Examinations for Working Foreman/Forewoman

As an exception to the Working Agreement with respect to the number of examiners, the Company and Local 320 may by mutual agreement appoint an additional qualified examiner from both the Company and Local 320 to assist in the administration of an examination for the selection of Working Foreman/Forewoman.

Time Limitations

Every effort shall be made to hold the length of an examination within reasonable time limits. It is further agreed that Human Resources will review examinations to insure time limits are reasonable and consistent for the type and complexity of the position being filled.

Instructions for Examiners

The attached instructions will be sent to each examiner prior to the preparation of an examination.

Instructions for Examiners

Introduction

The basis for promotion of employees under our Working Agreements is an examination jointly prepared by examiners appointed to represent the Union and the Company and designed to measure an employee's ability to do the work for which such employee is attempting to qualify. It is, therefore, most important that the examiners know their responsibilities and duties in order to carry out the wishes and intent of the Company and the Union as set forth in the Working Agreement.

Preparing the Examination

(1) During the preparation of the examination, examiners may jointly review previous examinations given for the job. Although the same format does not necessarily have to be followed, it may be helpful in maintaining consistency in both content and form. Copies of prior examinations may be obtained through Human Resources.

(2) Questions used must relate to the job for which applicants are attempting to qualify and should measure an applicant's ability to handle the job efficiently and safely. Questions should be clearly stated.

(3) Passing grades, point values, and a general understanding with respect to correct answers should be agreed upon before the examination is given.

(4) After an agreement is reached, a signed copy of the examination must be forwarded to Human Resources where it will be reviewed for consistency and to see that it is in keeping with the provisions and intent of the Working Agreement.

After such review, if any changes are recommended, the copy will be returned to the examiners for their further consideration. If changes are made by the examiners, a revised, approved copy will be sent to Human Resources for file. If there are no changes recommended, the initial approved copy will be retained in Human Resources' files.

Administering the Examination

- (1) Arrangements for giving the examination should be made by the department or division where the vacancy exists with the concurrence of the examiners. This includes time, place and notification of applicants.
- (2) Prior to the examination, arrangements should be made for pencils, paper, reference materials (if needed) and demonstration equipment (if used), etc.
- (3) The examiners shall decide who is to give instruction to the applicants. Instructions which should be given to the entire group should be clearly stated and include such items as:
 - (a) Introduction of examiners
 - (b) Location of drinking fountains and toilet facilities
 - (c) Use and limitations of handbooks or other materials
 - (d) Time limitations

NOTE: Whenever an applicant asks a question relating to the examination which the examiners feel can be answered, both the question and answer must be given to the entire group.

After the Examination

The examiners may grade the results by one of three methods: (1) They may be graded independently and the results averaged; (2) examiners may jointly agree on the value to be awarded to each answer; or (3) a combination of both methods.

The findings of the examiners shall be final.

After the exam has been graded, the results will be forwarded to Human Resources which will promptly notify the applicants of the results.

Under no circumstances are examiners to discuss the results of their grading with any of the applicants. An applicant's request for information about the results of the examination should be referred to their supervisor.

Conclusion

The role of the examiners is an important one, since the success of the job posting and examination procedure depends upon the examiner's sincerity and ability to fulfill their responsibilities to the Company and the Union. Every effort, therefore, should be made to insure that all employees are given a fair and equal opportunity to prove their ability and knowledge of the job for which they are attempting to qualify.

Exhibit 5

January 22, 1962

TO ALL EMPLOYEES:

As a result of a recent serious injury to an employee engaged in work for another employer, the following statement is being sent to all employees and is being added to the booklet, "Working With Central Hudson":

Outside Employment

The Company cannot sanction its employees engaging in outside employment. If any such employment is found to interfere with an employee's regular job with the Company or tends to damage the Company's public relations, such employment will not be permitted. Also, all employees are cautioned that their jobs and various Company benefits may be jeopardized as a result of injuries sustained in outside employment.

E
X
H

+ Exhibit 6

February 8, 1963

Re: Description of Duties of Electricians 1/C, 2/C & 3/C

In accordance with Item #19 of the Memo of Agreement between the Company and Local 320, dated June 20, 1962, a Committee of the Union and the Company met on February 4 and 7 to discuss a memorandum prepared by the Company describing the duties of Electricians, First, Second and Third Class.

Following the discussion, the attached description entitled "Job Duties of Electricians", dated February 6, 1963, was mutually agreed to. (See following page for the continuation of + Exhibit 6)

+Exhibit 6		JOB DUTES OF ELECTRICIANS		February 6, 1963
	Electrician 3/C	Electrician 2/C	Electrician 1/C	
Kind of Work Performed	Assists the Electricians of higher classifications in the performance of their work, and performs any related work as assigned.	Performs installation, removal, operation, test and maintenance work when no extremely complicated on electrical circuits and equipment. Assists Electricians of higher classification. Performs any related or less skilled work as required.	Performs difficult, complicated and congested installation, removal, operation, test and maintenance work on electrical circuits and equipment. Performs any related or less skilled work as required.	
Work Performed Under Direct Supervision	Assists an Electrician of higher grade in performing work on electrical circuits and equipment either de-energized or energized.	Assists an Electrician of higher grade in performing difficult, complicated and congested work on electrical circuits and equipment either de-energized or energized.	Direct supervision not required.	
Work Performed Under General Supervision		Performs installation, removal, operation, test and maintenance work when not extremely complicated on electrical circuits and equipment either de-energized or energized at not in excess of 600 volts. Performs any related or less skilled work as required.	Performs most difficult, complicated and congested installation, removal, operation, test and maintenance work on electrical circuits and equipment either de-energized or energized at any voltage. Performs any related or less skilled work as required.	
Extend of Supervision Provided for Others			May be required to assume responsibility for an direct the work of one or two other employees who may be assigned to assist him in the performance of his work. May be required to act as a Foreman 2/C.	

+ Exhibit 7**Revised 9/15/76****(Amended 6/1/83)****Revised 7/1/79 (Item 26, 1979 Negotiations)****(Amended 7/1/87)****Revised 7/1/81 (Item 13, 1981 Negotiations)****(Amended 7/1/91)****Revised 5/1/2003 (Item 49, 2003 Negotiations)****Clarification of Item #27 Proposed Revision
to Article V, Section C, Marked Exhibit A**

It is understood and agreed that with respect to the statement in the last paragraph of Exhibit A dated June 26, 1963 and attached to the Memorandum, "...the qualified employee of the highest classification in such group who has seniority shall be in charge of the crew..." as applied to gas street work shall mean Gas Mechanic 1/C or the senior employee among Gas Mechanic 1/C and Gas Mechanic - Welder 1/C if no welding is involved in the job assignment. When applied to Service Worker and Linemen/Linewomen who are working together, the senior person of either classification shall be in charge. When applied to Electricians, Communication or Relay Technicians working together, the senior person in such classifications shall be in charge. When applied to Linemen/Linewomen 1/C and Mechanic 1/C who are working together setting poles, the senior person of either classification shall be in charge. When applied to Commercial Representative 1/C and Commercial Representative-Special, the senior person of either classification shall be in charge.

If special test or work equipment (such as the Kenetron, Meuller, or welding equipment) is brought to the job or if a person with specialized training is temporarily assigned to work with a crew, the senior person regularly assigned to the job will be upgraded in preference to those on either special or temporary assignment.

**E
X
H**

"If special test or work equipment is brought to the job or if a person with specialized training is temporarily assigned to work with a crew, the senior qualified person primarily and regularly assigned to the job will be upgraded in preference to those on either special or temporary assignment."

+ Exhibit 8**June 20, 1962****(Amended 6/1/83)****(Amended 5/1/2003)****Re: Clarification of Holidays and the
Basic Workweek for Shift Workers**

A. Shift workers assigned to work schedules that provide for seven day a week 24 hour a day coverage will be scheduled to work when holidays fall within their basic scheduled workweek.

B. Shift workers assigned to work schedules that may not necessarily require seven day a week or 24 hour a day coverage, may be scheduled off on holidays falling within their workweek and the holiday shall not be considered a basic workday. If an employee is scheduled off on such a holiday and is subsequently required to work that day, the work assignment shall be considered as an overtime assignment and all provisions covering overtime assignments will apply. If an employee is scheduled to work on such a holiday and it is subsequently found that such employee is not required to work that day, the cancellation of such employees work assignment shall be considered as a cancellation of overtime work and the appropriate provisions shall apply.

C. Shift employees who perform maintenance or construction work normally are assigned to work from 8 a.m. to 4:30 p.m., Monday through Friday. When so assigned these employees are considered as day workers and are usually not required to work on a holiday that occurs during the workweek. If it is necessary for an employee so assigned to work on a holiday that falls within the workweek, such assignment will be considered as overtime and treated in the same manner as overtime for a non-shift worker.

D. When it is necessary to set up special schedules for maintenance work, emergency repairs, etc. any holidays falling within the work schedule shall be considered as overtime days and treatment shall be the same as covered by Paragraph A above.

Exhibit 9

**February 22, 1971
(Amended 6/1/83)
(Amended 7/1/85)**

**Third Step Committee Resolution
Grievance 70-20**

Any member of the bargaining unit on jury duty will call his/her supervisor at 8:00 a.m. on days he/she is on jury duty, but will not be called into work prior to reporting to jury duty. Upon release from jury duty each day, he/she will return to work if released during regular working hours, unless upon a telephone call to his/her supervisor, he/she is excused from returning to work; and such employee is considered to be available for overtime.

**+ Exhibit 10
(See 1973-67)**

**January 19, 1966
(Revised 7/1/83)**

**Understanding Regarding Application of Article III,
Paragraph N of Contract Dated July 1, 1965**

Following is an agreed understanding effective as of January 1, 1966 regarding the application of the so-called "16-hour" rule:

- 1. The terms "rest" and "sleep" time referred to in this paragraph shall mean one and the same thing and refers to the 8-hour period following a tour of duty of 16 or more consecutive hours.**
- 2. If an employee's rest period extends into the employee's basic workday, the employee will be allowed to complete this period without loss of pay; but if the employee is required to work, the employee will be paid "time plus double time instead of straight time for the time worked during the employee's basic work period which the employee would otherwise have been entitled to take off."**
- 3. If the rest time does not extend into the employee's basic workday and occurs during weekends, holidays, or other scheduled days off, no payment will be made.**

**E
X
H**

4. If an employee is called or scheduled to work before completing the employees 8-hour rest period, and the hours the employee works during this period, when added to the employee's rest period, causes its extension into the employee's basic workday, the employee shall be entitled to the payments provided for in Paragraph N of Article III of the Working Agreement.

5. If an employee who works 16 hours has sufficient time to complete 8 hours rest, even though they may not be consecutive, before the employee is asked to report for work again or before the commencement of the employee's regular workday, no payment will be made.

6. An effort will be made to allow an employee to complete this time off. However, due to the nature of our business, occasionally there may be circumstances or emergencies which make this impossible.

7. The foregoing understanding does not change the interpretation or administration of the so-called "7th to 4th hour" rule.

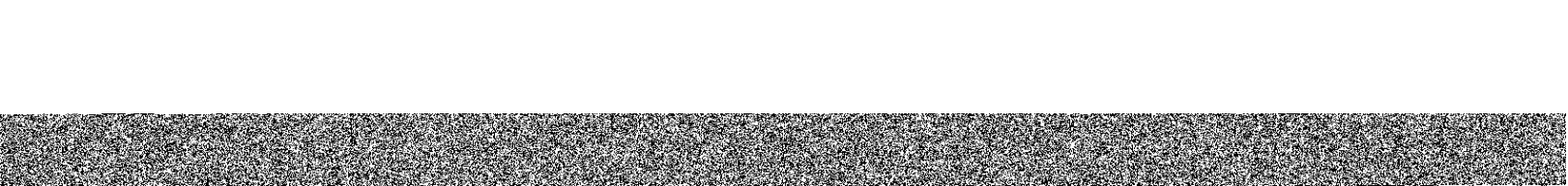
+ Exhibit 11

February 17, 1966

Re: Daily Inspection of
Aerial Bucket Trucks

The attached daily inspection report form has been approved and is available at the Stationery Storeroom, South Road. The inspection should be made each day by the assigned operator prior to operating the bucket equipment. Appropriate supervisory personnel should be immediately advised of all unsafe conditions found. All forms should be filed for 1 year and then destroyed.

Investigation is currently underway of other inspection procedures to be followed and will be discussed in the future. (See following page for continuation of + Exhibit 11)



+ Exhibit 12

(See 1965+30, 1971-49 and 1973-64)

Re: Class 3 Chauffeur's Licenses
for Utility Worker

Section 501 of the Vehicle and Traffic Law presently requires a driver to hold a Class 3 Chauffeur's License to operate a truck having a maximum gross weight in excess of 18,000 lbs. We have interpreted the Utility Worker classification to require a Class 3 Chauffeur's License.

All Utility Workers are required to obtain the Class 3 license during the first four months of their probationary period. The responsibility for obtaining the necessary application forms and taking the preliminary tests will rest with the employee. However, local supervision will provide a truck for one road test. If the employee fails to pass such test, it will be the employee's responsibility to make the employee's own arrangements for any future test at the employee's own expense.

The job specification for Utility Worker requires the employee to have and currently maintain the license required by the state to operate a vehicle in excess of 18,000 lbs. gross weight.

Exhibit 13

April 8, 1968

Re: Hiring Relatives

The Company will continue its policy with respect to employing relatives of Company personnel. However to eliminate possible charges of favoritism, it will not permit situations where one family member will be working for or with another nor will it permit a situation where one may have direct influence over another except on the express approval of the Company. The Company in determining exceptions will take into consideration such items as job headquarters, and the work and family relationship involved.

At the time relatives are employed, they will be required to sign the following statement:

In recognition of the fact I have a relative working for the Company, I agree as a condition of employment that I will not be accepted for any assignment which will violate the Company's policy with respect to the hiring of relatives. Furthermore, I understand it may be necessary on occasion for the Company to reassign me in order to administer such policy uniformly.

+ Exhibit 14
(See 1987-M+28)

November 4, 1968

Memo: Commercial Representative 3/C Collecting

The Company reaffirms it is not the Company's intent to assign Commercial Representatives 3/C (Job Specification No. 207.4 dated 6/1/82) exclusively to collection work.

+ Exhibit 15

April 4, 1963
(as revised August 19, 1969
and July 1, 1971)
(Amended 6/1/83)
(Amended 7/1/91)
(Amended 5/1/2003)

Memorandum of Understanding
Re: Changes Concerning Examinations for Promotions

The Company and Local 320 have agreed to the following changes with respect to the administration of the examination procedures. Changes will become effective immediately and any necessary changes to the T&D Working Agreement will be made at its next revision July 1, 1963.

Use of Reference Books

It was agreed reference books and/or standards normally used in day-to-day work may be used during examinations. However, such reference materials must be approved and furnished by the examiners. The decisions by the examiners with respect to such reference books shall be final.

E
X
H

Written vs. Practical Questions

In preparing examinations, examiners will give consideration to the use of demonstrations vs. "paper and pencil" tests, when appropriate, in order to best measure the applicants' abilities.

"Paper Work" Questions

It was agreed that questions concerning paper work such as preparation of time sheets and material requisitions will not be included in examinations for jobs where in practice such

paper work is not a part of the job. The use of "paper work" questions shall be left to the judgment of the examiners.

Examinations for Working Foremen/Forewomen, Chiefs and Commercial Specialists

As an exception to the Working Agreement with respect to the number of examiners, the Company and the Union may by mutual agreement appoint an additional qualified examiner from both the Company and the Union to assist in the administration of an examination for the selection of Working Foremen/Forewomen, Chiefs and Commercial Specialists.

Time Limitations

Every effort shall be made to hold the length of an examination within reasonable time limits. It was further agreed that Human Resources will review examinations to insure time limits are reasonable and consistent for the type and complexity of the position being filled.

Instructions for Examiners

The attached instructions will be sent to each examiner prior to the preparation of an examination.

Appraisal of Applicants for District Representative, Commercial Representative-Special, 1/C and 2/C Collector, Meter Reader and Jr. Meter Reader

It was agreed the appraisal form used to evaluate an applicant's qualifications for commercial work will be prepared by two members of the Union and two from the Company. The average grade of the four examiners will be used to determine an applicant's mark. (See 1981+8)

Exhibit 12--1971 Memorandum of Agreement

"The examination presently administered to applicants for the position of Commercial Representative 3/C shall be considered to be a job knowledge examination within the provisions of Article IV of the T&D Working Agreement."

April 4, 1963

Instructions for Examiners

Introduction

The basis for promotion of employees under the Working Agreements is an examination jointly prepared by examiners appointed to represent the Union and the Company and designed to measure an employee's ability to do the work for which the employee is attempting to qualify. It is, therefore, most important that the examiners know their responsibilities and duties in order to carry out the wishes and intent of the Company and the Union as set forth in the Working Agreement.

Preparing the Examination

- (1) During the preparation of the examination, examiners may jointly review previous examinations given for the job. Although the same format does not necessarily have to be followed, it may be helpful in maintaining consistency in both content and form. Copies of prior examinations may be obtained through Human Resources.
- (2) Questions used must relate to the job for which applicants are attempting to qualify and should measure an applicant's ability to handle the job efficiently and safely. Questions should be clearly stated.
- (3) Passing grades (where applicable), point values, and a general understanding with respect to correct answers should be agreed upon before the examination is given.
- (4) After an agreement is reached, a signed copy of the examination must be forwarded to Human Resources where it will be reviewed for consistency and to see that it is in keeping with the provisions and intent of the Working Agreement.

After such review, if any changes are recommended, the copy will be returned to the examiners for their further consideration. If changes are made by the examiners, a revised, approved copy will be sent to Human Resources for file. If there are no changes recommended, the initial approved copy will be retained by Human Resources' files.

Administering the Examination

- (1) Arrangements for giving the examination should be made by the department or division where the vacancy exists with the concurrence of the examiners. This includes time, place and notification of applicants.
- (2) Prior to the examination, arrangements should be made for pencils, paper, reference materials (if needed) and demonstration equipment (if used), etc.
- (3) The examiners shall decide who is to give instruction to the applicants. Instructions which should be given to the entire group should be clearly stated and include such items as:
 - (a) Introduction of examiners
 - (b) Location of drinking fountains and toilet facilities
 - (c) Use and limitations of handbooks or other materials
 - (d) Time limitations

NOTE: Whenever an applicant asks a question relating to the examination which the examiners feel can be answered, both the question and answer must be given to the entire group.

After the Examination

The examiners may grade the results by one of three methods: (1) They may be graded independently and the results averaged; (2) examiners may jointly agree on the value to be awarded to each answer; or (3) a combination of both methods.

The findings of the examiners shall be final.

After the exam has been graded, the results will be forwarded to Human Resources which will promptly notify the applicants of the results.

Under no circumstances are examiners to discuss the results of their grading with any of the applicants. An applicant's request for information about the results of the examination should be referred to the employee's supervisor.

Conclusion

The role of the examiners is an important one, since the success of the job posting and examination procedure depends upon the examiner's sincerity and ability to fulfill their responsibilities to the Company and the Union.

Every effort, therefore, should be made to insure that all employees are given a fair and equal opportunity to prove their ability and knowledge of the job for which they are attempting to qualify.

+ Exhibit 16

February 14, 1980
(Amended 6/1/83)
(Amended 5/1/2003)

Grievance 79-10

The Company and Union agree that a Line Clearance Man/Woman 2/C may be assigned under the direct supervision of either a Line Clearance Man/Woman or a Lineman/Linewoman of a higher classification to trim trees, clear lines, and perform other related line clearance work along energized distribution and transmission lines. In such cases, if the employee directly supervising the Line Clearance Man/Woman 2/C is not a Line Clearance Man/Woman of a higher classification, such Line Clearance Man/Woman 2/C shall be upgraded in accordance with the Working Agreement except when such related line clearance is performed from the ground. However, it should be clearly understood that such Line Clearance Man/Woman 2/C may be assigned to perform the work of a lower classification for which the employee is qualified without upgrading.

E
X
H

+ Exhibit 17
(See 1971+15)

UNIFORM PRACTICE FOR THE EQUALIZATION &
ASSIGNMENT OF OVERTIME AS REVISED ON JULY 1, 1975

(Revised 7/1/77, 7/1/83, 7/1/87, 7/1/89,
7/1/91, 7/1/94, 7/1/98 and 5/1/2003)

Uniform Practice for the Equalization and Assignment of Overtime.

I. General Rules

1. The following procedure which supersedes all other written or verbal agreements for distributing overtime shall apply to all regular and probationary employees. It will not apply to temporary employees.
2. Scheduled overtime records and a call-out system will be maintained for employees at each work headquarters as a basis for the assignment of scheduled overtime and for calling employees for overtime work.
3. Every effort will be made to equitably distribute scheduled overtime paid to qualified employees and to provide a fair and equal opportunity for call outs.
4. Scheduled overtime records under this practice will start at July 1, 1964, and will continue on a "carry-over" basis thereafter. This carry over may be reduced by an agreement adopted by a two-thirds majority of the employees in the classification involved within the appropriate grouping.

In the event scheduled overtime records are reduced to zero for all employees on an overtime list in accordance with the above paragraph, the list showing all employees at zero will be put in seniority order with the senior employee being given the first opportunity to respond. The overtime list will revert to the low employee as soon as the next overtime list is published showing an employee with charged hours greater than zero.

5. A temporary employee (not a probationary employee) will not be called out or scheduled for overtime assignments if regular employees in the same classification are able and willing to accept the assignment. This will not affect extended day work.
6. Individual changes in procedure will be made only upon mutual agreement between the Company and the Union.

II. Scheduled Overtime

1. Insofar as possible scheduled overtime will be assigned by referring to a scheduled overtime record prepared each week with the low employee being given first preference. Exceptions to this general rule are as follows:

- a. In the case of an extended workday those employees already assigned to the work may be asked to continue regardless of their position on the list.
 - b. With respect to work in progress, those employees already assigned to the work and who are most familiar with it, may be asked to continue on an overtime basis without regard to their position on the list.
 - c. If the overtime work is of a specialized nature (such as the use of Kenetron, Mueller, or welding equipment), a qualified employee who customarily does the work may be assigned.
2. If an employee refuses a scheduled overtime assignment or accepts an overtime assignment and subsequently does not report for duty, the employee will be charged with the number of hours actually paid to the employee who worked the assignment.
3. If an employee is absent for any reason, the employee's record will not be charged during this absence; however, in case of extended absence in excess of two weeks due to sickness, leave of absence without pay, military leave, or where an employee cannot accept extra work due to health reasons, the employee will be charged with sufficient hours to equalize the employee with the lowest active employee in the employee's classification grouping.
- 4A. An employee assigned to work for another utility outside Central Hudson territory will be charged with all overtime hours worked during the entire period of assignment.
- B. Employees who accept assignments to work for another utility accept such assignment for the entire period of such assignment or until the Company releases such employee(s) to return to Central Hudson. Any employees released to return to Central Hudson shall be released based on the then current scheduled overtime list.
- C. An employee who declines an assignment to work for another utility outside Central Hudson territory will be charged with all overtime hours worked during the entire period of assignment or up to the point where Central Hudson would have released such employee to return to

Central Hudson. However, if such employee who refused the assignment has a full week of vacation during the entire period or some portion of the entire period of such assignment, such employee will not be charged with refused overtime during such week of vacation.

D. Any employee assigned to work for another utility outside Central Hudson territory who is a shift or special schedule employee shall be considered to be a day worker during the entire period of such assignment. The short notice shift schedule change provisions of the labor agreement shall continue to apply to such employees when making such assignments.

5. Scheduled overtime records will be posted weekly and will show the number of hours charged to each employee. A copy will be supplied to the steward on the steward's request.

6. If an employee's job classification grouping or headquarters is changed, including transfers made pursuant to Article IV J 4, the employee will start in the employee's new classification grouping or at the employee's new headquarters with the average scheduled overtime hours charged to the employee in the employee's new classification grouping or at the employee's new headquarters. For overtime records of roving Linemen/Linewomen see 1977+20. For overtime records of roving Gas Mechanics see 1987-M+30. For overtime records of roving Testers see 1991-M+40.

In the event an employee returns to his/her former position within his/her 2 week returnable right period from another bargaining unit position or within the first 2 weeks of assignment to an unclassified position, such employee shall resume in the former job he/she is returning to the amount of charged overtime he/she had at the time of transfer to the new position.

7. If an employee is working overtime as the result of assignment on a "scheduled" basis and is "scheduled" for a further overtime assignment while working, such additional overtime shall be considered "scheduled".

8. When it is necessary to schedule employees as "helpers" in the line and gas forces for overtime work, the assignment will be made from a group of classifications comprised of Equipment Operators, Field Clerks, Equipment Operator-Dynamite Handlers, Linemen/

Linewomen 3/C, Gas Mechanics 3/C, Gas Mechanic Welders 3/C, Splicers 3/C and Splicer-Helpers and Mechanics 3/C. All Utility Workers within the same division and headquarters regardless of normal assignment will be listed together with those classifications listed above and will be scheduled for overtime assignment in either gas or electric. The overtime assignment will be made on the basis of the job classification required for the work; however, insofar as possible an effort will be made to equalize scheduled overtime among this group.

Where the work assignment is work of a nature that will provide an individual an opportunity to learn or be exposed to specific skills or job knowledge associated with their particular job progression, the Company may schedule an individual out of turn.

9. When an employee has been scheduled to work and is called out before the scheduled reporting time, those hours between the call out and the scheduled reporting time will be considered call out; all other hours worked will be charged as scheduled overtime.

10. If after going through the scheduled overtime list in the district where the overtime is required and no one accepts the scheduled overtime, then the employee(s) on the scheduled overtime list in question, who is/are the lowest on the scheduled overtime list will be selected and will be assigned to work. The overtime hours normally recorded pursuant to Section II, paragraph 2, for any individual so assigned shall be doubled (i.e. declined hours plus paid hours).

III. Call-Outs

1. For the purpose of this procedure a notification to an employee while off duty either to report for immediate duty or at a designated time shall be considered a call-out and made from a rotating call system.

2. In an emergency or for work of a specialized nature if it becomes necessary to call an employee out of turn, a skip tag will be placed on the employee's call card.

3. If an employee refuses a call or cannot be reached, the next employee in rotation will be called and the employee who could not be reached will be placed in last place. If an employee is on vacation, the employee's card

will be so marked and the employee will not be called. In such cases, the employee's card will be placed in last place.

4. If an employee is unable to accept calls for health or other reasons, the employee may be temporarily removed from the call list until the employee is able to accept calls.

5. Sleep time worked resulting from a call-out will be treated as part of the call-out and not as scheduled overtime.

6. When it is necessary to call a "helper" in Customer Services, the call will be made from a rotating call list comprising Utility Workers, Equipment Operators, Field Clerk/Storekeepers, Linemen/Linewomen 3/C, Gas Mechanic 3/C, Gas Mechanic Welders 3/C, Equipment Operator-Dynamite Handlers, Mechanics 3/C, Splicers and Splicer Helpers. If it is necessary to call an Equipment Operator, Field Clerk/Storekeeper, Lineman/Linewoman 3/C, Gas Mechanic 3/C or Gas Mechanic Welder 3/C within their separate classifications of work, a skip will be applied. Where the work assignment is work of a nature that will provide an individual an opportunity to learn or be exposed to specific skills or job knowledge associated with their particular job progression, the Company may call out an individual out of turn and a skip will be applied.

7. If it is resolved by the district and the Control Center that an employee was called in error by the Control Center, that employee shall be charged with a skip.

8. Employees transferred pursuant to Article IV J 4 shall be placed last on the callout list in the district such employee was transferred to.

IV. Exception to Foregoing Procedures

1. The parties agree that an employee assigned as a rover pursuant to Item 1977+20 or 1987-M+30 may be asked to work overtime in the headquarters the employee is roving to after all employees on the headquarter overtime list have been offered the opportunity to work the overtime in question.

2. With respect to Electricians, the following will apply:

a. When it is necessary to call a "helper" for the Electricians in the district, preference will be given

to Electricians 3/C, Field Clerk/Storekeepers and Utility Workers assigned to that district*.

b. In the district*, all scheduled overtime will be distributed equitably among qualified employees in each job classification.

c. Upon refusing scheduled work, the employee will be credited with overtime hours to be paid for, equal to the scheduled work. This will be added to the overtime record.

d. When overtime scheduled work is necessary, an effort will be made to use the employees in the district* in which the work exists. If these employees refuse or are already engaged in overtime work, an effort again will be made, providing that additional expenses are not incurred, to obtain people from the district* in which the lowest overtime exists. The above statement does not pertain to extended days.

e. When employees from within a district* are not available, required personnel assigned to the headquarters closest to the assigned work will be used.

*District, in this context, indicates the employees in a headquarters assigned to the General Services Division. (See Exhibit 116)

+ Exhibit 18

March 5, 1971
(Amended 6/1/83)

The Company and I.B.E.W., Local 320 approve the attached Memorandum of Agreement "Project Trainee".

This agreement shall become effective as of the date of signing and shall remain in full force and effect for two years and, thereafter, shall be considered renewed for periods of one year provided, however, that a written notice of desire to terminate may be given by either party not more than 30 but not less than 15 days prior to the renewal date. Individuals entering the program may complete the program as it applies to them.

This supersedes the Memorandum dated December 30, 1970.

December 30, 1970

MEMORANDUM OF AGREEMENT"PROJECT TRAINEE"Background

The purpose of this discussion is to explain the proposed program and secure the cooperation and assistance of Local 320 in helping the Company put into effect the Pilot Program of hiring and training a limited number of "hard core" unemployed.

It is hoped that this joint effort will help find solutions to one of the Nation's most pressing social problems.

Objective

The primary objective of this Pilot Project will be to employ, educate, counsel, train and motivate this limited number of previously unemployed or under-employed to become self-respecting citizens of their community as well as good Union members and productive employees of Central Hudson.

General

The usual practice of seeking applicants with High School Diploma or equivalent will be waived for entry into this program. Interviewers will, to the best of their ability, determine the motivation and attitude of the candidates.

Normal physical requirements will be adhered to and candidates must be able to successfully complete the regular general physical and back x-ray examination.

Conditions of Employment

1. Candidates in order to be eligible for "Project Trainee" employment must have attained their eighteenth birthday.
2. Individuals will be hired as Utility Worker (Project Trainee) under Job Specification No. 103.3 for a period of up to two years. During this period, they will be considered to be "probationary employees". For the purposes of identification, they will be called "Project Trainee" employees.

3. All "Project Trainee" employees will become members of I.B.E.W. Local 320 no later than the thirty-first (31st) day after the date of employment.

4a. As "Project Trainee" employees, the provisions of Article IV of the Working Agreement with Local 320 shall not apply. Therefore, participants in the Pilot Program may be engaged for work only if it will not result in the layoff of regular employees. They shall have no seniority during the period they are considered "Project Trainee" employees; however, if when in the opinion of the Company they are entitled to become regular employees and they become regular employees, they shall have seniority and service starting from the date of employment with the Company. All other applicable provisions of the Working Agreement shall apply unless otherwise stated in this memorandum.

4b. It shall be understood that during the time they are considered "Project Trainee" employees they shall have no "bidding rights" under the posting and examination procedure.

4c. As "Project Trainee" employees they will not be called out or scheduled for overtime assignments if the regular employees are able and willing to accept the assignment. This will not, however, apply to extended day work.

5. Individuals must understand and agree to abide by the requirements of the training program under which they are hired. (See attached copy of statement to be signed by "Project Trainee".)

6. If in the opinion of the Company any of the participating "Project Trainee" employees do not meet the requirements, the Company reserves the right to terminate the individual or individuals from the employ of the Company without notice. At the option of the Company, severance pay may be granted in lieu of notice. The Union will be notified in advance of any such action on the part of the Company in accordance with the Working Agreement.

Employee Benefits

"Project Trainee" individuals will be provided the following employee benefits during the term of the program:

1. Contributory Blue Cross/Prudential coverage (no Major Medical).

2. All legally required benefits such as Worker's Compensation, New York State Disability and Social Security.
3. Paid sick time in accordance with the New York State Disability Benefits Plan for Group "B" employees.
4. Paid vacations in accordance with the provisions applying to regular employees.
5. Paid holidays in accordance with the provisions applying to regular employees.
6. Eligible for contributory Life Insurance benefits in accordance with the Company's Group Life Insurance Plan.

Rates of Pay

During the term of the training program, the participants will be paid at the first step of Pay Group 11. Upon their acceptance as regular employees and if their total service within the Local Union 320 exceeds six months, they will be progressed to the second step of Pay Group 11.

TRAINING PROGRAM - PILOT PROJECT

First Phase

Candidates after being selected will be enrolled in the HVOIC Feeder Program. These individuals will not be on the payroll of Central Hudson Gas & Electric Corporation until the feeder program has been successfully completed.

Prior to the actual start of the feeder program, candidates will receive a brief explanation from two employees giving them an indication of exactly what duties the Utility Worker performs and some insight as to what their experiences were with Central Hudson. This should present to the candidates the idea that a job really does exist at the end of their training program and will establish for them some reachable and attainable goal.

During the feeder program they will receive the following training:

- | | |
|-----------------------------|--------------------------|
| 5 hrs. Computational Skills | (Basic Arithmetic) |
| 5 hrs. Communication Skills | (Basic English) |
| 2 hrs. Minority History | |
| 2 hrs. Personal Development | (Grooming-Hygiene, etc.) |
| 1 hr. Consumer Education | |

All efforts will be made to have these courses taught during the day; however, at present they are only available on an evening basis. The schedule now provides for this training three evenings per week.

During the concluding sessions of the program, they would be given an orientation by Company employees. These would be informative type sessions with the following rudimentary subjects to be covered:

I. Orientation-Employee Relations

A. Program Information--self-help concept

- 1. Purposes**
- 2. Objectives**
- 3. Responsibilities of the participants**

B. Elementary Business Concepts

- 1. Responsibility of Corporate Enterprise**

C. General Utility Industry Background

D. Central Hudson Background Information

- 1. Concept of service to customers**
- 2. Need for training which they will receive**
- 3. Code of conduct for employees**
 - a. Hours of work, etc.**

E. Union-Management Relations

- 1. Local 320**
- 2. Union membership - responsibilities**

F. Safety

- 1. Safety Creed - Safety Manual**

G. Promotion System

- 1. What are employee obligations?**

II. Orientation--Line Organization**A. Organization Structure**

1. Reporting relationships

B. Types of work being performed

1. Duties of a Utility Worker

C. Responsibilities to fellow workers

1. Relationships within a crew
2. Attitude
3. Productivity
4. Attendance

D. Types of equipment and tools

1. On-the-job training for the future
2. Type of clothing to be worn
3. Eating--bring lunches, etc.

E. Types of skill required for future advancement

At the conclusion of the program those selected candidates will be notified that they are now eligible for temporary employment with Central Hudson and will be asked to sign a statement of understanding (see attached).

Second Phase

Upon successful completion of the first phase of training, the selected candidates will be asked to report to a specified work headquarters. After reporting, each individual will be assigned to work as a Utility Worker (Project Trainee) and will perform all of the normal duties associated with this classification.

During their first year of employment, it is understood that each candidate will voluntarily participate in a training program designed by Mind, Inc. This program requires that students listen with earphones to small transistor tape recorders and write in workbooks. They work at their own speed, repeating lessons without being observed by anyone. Roughly for each 22 hours of study they should improve their ability by 1.43 grade levels.

The students will participate two or three nights per week until they have exhausted the teaching program--the amount of time required to do this will vary depending upon their abilities and previous education, but it should not be more than 160 hours of instruction.

Third Phase

At the completion of the Mind, Inc. instruction phase (1 year maximum), the selected candidates will sign up to take the New York State High School Equivalency examination. Hopefully, all should pass. If an individual does not pass, consideration must be given to whether or not they should remain in the training program for additional instruction or be dropped from further consideration.

If the selected candidate successfully passed the examination and is to be granted a New York State High School Equivalency Diploma and the supervisors feel that the trainee's on-the-job training has been satisfactory, the trainee will be transferred to regular status with all the rights and privileges of a regular employee.

Evaluation

The Working Foreman/Forewoman or Chief will evaluate each "Project Trainee" employee on a weekly basis. This evaluation will be routed through the Distribution Superintendent to the Human Resources coordinator.

Counseling

The Human Resources coordinator will see that each "Project Trainee" receives the necessary counseling and guidance to minimize all problems and keep the individual posted as to their progress in the program.

Supervision

As a necessary part of this program, the supervisors (including Foreman/Forewoman, Working Foreman/Forewoman or Chief) must be given some training with regard to handling this type of employee. This is a very important phase of their operation since the supervisor's understanding and ability to handle their particular problems will be primary to their success. It will also serve to point out to the supervisor the necessity of the weekly evaluation sheets and the supervisor's role as counselor.

STATEMENT OF UNDERSTANDING**"Project Trainee" Program**

I understand that I am being hired for a "Project Trainee" position that does not require a high school education or the equivalent and that I may not bid for any other position while I am on "Project Trainee" status.

It is also my understanding that I will not be accepted as a regular employee unless I obtain a New York State High School Equivalency Diploma and in the opinion of the Company, successfully complete the "Project Trainee" training program within the maximum two-year period. I understand that during the period of the training, the following benefits will be provided:

1. Contributory Blue Cross/Prudential coverage (no Major Medical).
2. All legally required benefits such as Worker's Compensation, New York State Disability and Social Security.
3. Paid sick time in accordance with the New York State Disability Benefits Plan for Group "B" employees.
4. Paid vacations in accordance with the provisions applying to regular employees.
5. Paid holidays in accordance with the provisions applying to regular employees.
6. Eligible for contributory life insurance benefits in accordance with the Company's Group Life Insurance Plan.

I understand that the Company may terminate my employment at any time during the period of the "Project Trainee" Program.

I understand that I shall, as a condition of employment, be required to affiliate with the Union no later than the thirty-first (31st) day after the date of my employment.

Date

Project Trainee

+ Exhibit 19

(Amended 6/1/83)

(Amended 7/1/85)

(Amended 7/1/94)

The Chief Construction Maintenance Man/Woman will be increased from Pay Group 18 to Pay Group 19.1 (top step only) and the Construction Maintenance Man/Woman 1/C from Pay Group 16 to 17.1. Attached hereto are the related job specifications.

Construction Maintenance Men/Women will be required to perform general welding work associated with normally assigned activities, to operate a bulldozer with a blade, to install conduit or pipe, to bend and thread conduit in conjunction with underground site preparation, to operate a pole digger/auger under direction of a Chief or Working Foreman/Forewoman in non-energized conductors, and to perform maintenance and repairs to minor power tools such as lawn mowers, snow blowers, vibrators, etc. The duties of such employees, however, will exclude the following: (1) operation of a crane; (2) erection of metal structures (excepting erection of control buildings, fences, etc.); and (3) gas pipe fitting; however, they may assist other classifications in the performance of the work in clauses (1) - (3) above.

Exhibit 20

November 8, 1976

Revised July 1, 1989, 7/1/98

TO ALL EMPLOYEES:

**Re: Required Eye Protection
Prescription Glasses**

Refractions for and fitting of prescription protective eyewear authorized under the Company program may be obtained without cost to the employee at many commercial retail establishments throughout the Hudson Valley or through a member of the Hudson Valley Optometric Society (see attached locations and telephone numbers).

In the event an employee desires and selects the refraction, fitting and dispensing services to be performed by a New York State licensed Vision Care Professional other than the designated contractors the employee may do so. In such instances the Company will reimburse the employee an amount not to exceed:

1. \$55 for routine refraction,
2. \$15 for routine fitting and dispensing,
3. \$15 for repairs,

or the amount charged the employee, whichever is the lesser.

Employees are reminded that authorization is essential prior to arranging for any of the services necessary in obtaining or maintaining prescription glasses required by job assignment.

All plano/protective or corrective/ protective eyewear issued to or provided employees remain the property of the Company and are not to be altered in any manner. This prohibition includes the treatment of glasses for "tinting" or modifying to "photo grays".

Details of the revised plan may be obtained from your supervisor.

CENTRAL HUDSON GAS & ELECTRIC CORPORATION EYE PROTECTION PROGRAM

General Eye Safety

The purpose of the Company's eye safety program is to provide eye protection, not eye correction, which is a personal responsibility of the employee. "Cover-glass" monogoggles, face shields, extra dark goggles with dark side-shields for use in live-line tool work and similar "common-fit" eye protection devices are storeroom issue. Personal, spectacle-type safety glasses are provided when the routine work assignment requires eye protection. This determination is made by local supervision and requires the approval of the Safety Director.

Plano (No Correction) Safety Glasses

Plano safety glasses are furnished by the Company to those employees whose routine job assignments require eye protection and who do not require corrective lenses.

Prescription Safety Glasses

Prescription safety glasses are furnished by the Company to those employees who routinely work in job assignments where eye protection is required and whose vision requires corrective lenses for the performance of the work requiring the eye protection. Authorized prescription safety glasses may be obtained by the employee through New York State

licensed practitioner(s) of the Vision Care Professionals under contract (hereinafter collectively called "Contractor") with the Company. Prescription "sun glasses" are not provided under this program.

1. Procuring Prescription Safety Glasses

Employee authorization to arrange for a refraction (examination), fitting and dispensing of prescription safety glasses by the Contractor must be obtained through local supervision PRIOR to arranging an appointment with the Contractor. Initial authorizations require also the approval of the Safety Director.

The Company will supply or cause to be supplied those materials which, in its sole discretion, are necessary to furnish prescription eye protection provided for hereunder and which is compatible with its Eye Protection Program.

2. Payment for Professional Services

a. Professional Services, Contractor

Refraction, fitting and dispensing fees of the Contractor will be paid for by the Company. Professional fees for additional services other than routine refraction, fitting and dispensing shall be paid for by the employee if and when the employee elects to receive such additional services. The name(s) of the Contractor will be made available to employees.

b. Professional Services, Other than Contractor

If an employee desires and elects the refraction, fitting and dispensing to be performed by a New York State Licensed Vision Care Professional other than the named Contractor, the employee may do so. In such instances the Company will reimburse the employee an amount not to exceed:

1. \$55 for routine refraction
2. \$15 for routine fitting and dispensing
3. \$15 for repairs,

or the amount charged by the Vision Care Professional, whichever is the lesser.

Maintenance of Spectacle-Type Protective Eyewear

1. All plano/protective or corrective/ protective eyewear issued to or provided employees remain the property of the Company and are not to be altered in any manner.

2. Minor repairs to plano/protective eyewear may be made at any of the issuing locations designated within the Company.

3. Repairs to corrective/protective eyewear must be made by a New York State licensed member of the Vision Care Profession. PRIOR authorization of local supervision is required. The Company will pay for such repairs performed by the Contractor.

Employees who elect repairs to be made by other than the Contractor will be reimbursed for cost of services, an amount not to exceed the applicable fees currently agreed to between the Company and the Contractor or the amount charged by the Vision Care Professional, whichever is the lesser.

Materials required for repairs will be provided in the same manner as original purchase.

Frequency of Refractions and Replacement of Corrective/Protective Eyewear

1. The Company will pay for the initial refraction requested by the employee only when the refraction indicates that corrective lenses must be worn for the performance of the work requiring eye protection to which the employee is routinely assigned.

2. An interval of at least one year must elapse between the initial refraction which required the Company's provision of corrective/ protective eyewear and a subsequent refraction before the Company will assume the obligation of the second refraction.

3. Company obligation for refractions subsequent to the initial and first following refractions is limited to periods of not less than two years. Although the examination appointment arrangements with the vision care professional may be completed prior to the end of the two-year period, two calendar years must elapse between actual examinations.

4. Replacement of corrective/protective eyewear will not be made on prescriptions which are four years or more from date of refraction.

5. Subject to approval of local supervision, corrective/protective eyewear is to be repaired or replaced as required. Lenses must be inspected frequently. Deeply scratched or pitted lenses will not provide the designed protection and must be replaced.

6. Routine authorizations that the Company issued for refractions and resultant prescriptions for corrective/protective eyewear are limited to single-grind and single-segment bifocal. Multiple segmenting of lenses for special applications require the statement of purpose and the approval of the Division Manager or Superintendent added to the order of authorization.

+ Exhibit 21

July 12, 1965

(Amended 6/1/83)

**Clarifications to Memorandum of Tentative
Agreement Between Central Hudson and Negotiation
Committee of Local 320 - June 22, 23, 24, 1965**

This memorandum sets forth clarifications of certain items in the Memorandum of Tentative Agreement between Central Hudson and Negotiation Committee of Local 320 which were made by the Company to the Negotiation Committee at a meeting held on July 12, 1965. The item numbers referred to are the item numbers contained in said Memorandum of Agreement.

Appendix F to Exhibit B

If three or more Electricians come into Danskammer as a crew, they will bring with them their own Working Foreman/Forewoman.

Exhibit 22

(Amended 5/1/2003)

**Memorandum of Agreement Between
Central Hudson and I.B.E.W. Local 320
Re: Item 56 of the Memorandum of
Tentative Agreement dated June 5, 1969**

The phrase "dependent children who are full-time students" as used in Item 56 and the associated Exhibit 17 of the Memorandum of Tentative Agreement, dated June 5, 1969, shall mean the following:

A child of a covered employee who is receiving more than half of his/her support from the covered employee, and who is either (1) a "full-time student" at an "educational institution" (as those terms are defined below), or (2) pursuing a full-time, accredited institution on-farm training course.

A "full-time student" shall be one who is enrolled in an educational institution for the number of hours or courses which is considered by the educational institution to be full-time attendance.

An "educational institution" shall be one which normally maintains a regular faculty and curriculum and has a regular body of students in attendance at the place where educational activities are carried on. Included in this category shall be primary, secondary, normal, technical and mechanical schools, colleges and universities and similar institutions. Excluded from this category shall be non-educational institutions, on-the-job training schools, correspondence schools and night school.

Exhibit 23
(Amended 5/1/2003)

1965 Local 320 Negotiations
T&D and TOC Job Specifications Changes
Customer Services Division District Representative and Estimator

The Company requests a minor change in the job specifications for Estimator 1/C and 2/C and District Representative to make the job content of these classifications conform more closely with the basic objectives of the new Customer Services Division directed toward improving customer service. The proposed change permits the Company greater latitude and opportunity to assign either an Estimator or a District Representative to handle all of the customer and public contacts and technical layout work directly associated with the establishment of the less complicated service extensions and relocations.

The change is intended to improve customer service by eliminating duplication of effort and permitting one employee to handle the complete job of less complicated service extensions and relocations. In most cases when it has been necessary to contact the customer to obtain information concerning field work, a Commercial Representative has been called in to talk with the customer. There have been instances where several employees have eventually met with the customer to discuss the same job.

The Company's public image would be improved by having one employee involved in these situations.

Attached hereto are job specifications for Estimator 1/C, Estimator 2/C and District Representative, revised to accomplish the objectives stated above. The additional language in each case is underscored.

The phrase "less complicated service extensions and relocations" as used in this memorandum and in the specifications attached hereto is defined as follows:

Any line extension not requiring more than one additional pole or any service lateral regardless of the length of such lateral; including lesser jobs involving secondary extensions; area lights or individual multiple street lights wherein only the application of the Company construction standards is required.

Exhibit 24

(See next 3 pages)

IBEWCENTRAL HUDSON & I.B.E.W.
GRIEVANCE FORM

GRIEVANCE NUMBER

03 - 898
(Assigned to Supervisor
by Labor Relations Mgr.)

Step 1. a. This issue was discussed between the grievant Maryann Doe
and his/her steward Monica Maher with the grievant's supervisor
Maureen Boes on 5/1/03. The results of Step 1. a. do not
resolve the grievance and it is hereby presented in Step 1. b. Date 5/8/03
The following is a violation of Article V Paragraph C
on page 71 of the agreement dated May 1, 2003

Description of grievance. (Use separate sheet if necessary.)
(Include names, dates and other relevant facts)

On May 1, 2003, Maryann Doe, an Accounting Clerk 2/C was assigned to perform the
work of Joseph Smith, an Accounting Technician 1/C, who was on vacation. Ms. Doe
was subsequently refused an upgrade as provided for in the Bargaining Agreement.

Signature of
Aggrieved EmployeeMaryann DoeSignature of
StewardMonica Maher

Date Received by Supervisor

Supervisor

Maureen Boes

Supervisor's Decision The Company finds no violation of the Bargaining Agreement.
The work performed by Ms. Doe is within the scope of the Accounting Clerk 2/C job
specification.

Reply to aggrieved employee on 5/15/03 by Maureen Boes

Form No. M002 (2/84)

1. The grievance Number shall be assigned by the Labor Relations and Benefits Manager and must be posted on the original grievance form prior to returning it to the grievant as outlined in Number 3 below.

2. This information is supplied by the grievant and his/her shop steward and must be signed by both where indicated. The original grievance form should be given to the grievant's immediate supervisor within ten (10) working days of the original discussion of the alleged violation.

3. This section must be completed and signed by the supervisor on the original grievance form where indicated and the original must be returned to the grievant within five (5) working days of receipt. The Grievance Number must show in the upper right-hand corner of the grievance form as noted in Number 1 above.

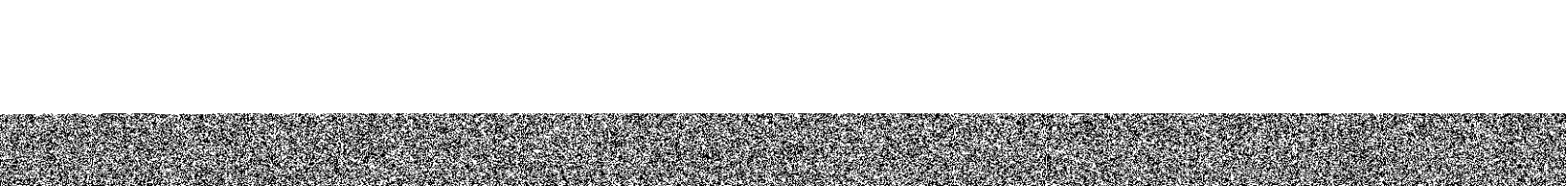


Exhibit 24

February 27, 1970

Revised July 1, 1983

Revised July 1, 1989

TO ALL EMPLOYEES:

Below is a sample copy of a new promotion and examination bid form that will be utilized effective July 1, 1989. In an effort to acquaint you with this new form, the sample has been correctly filled in describing what information is required.

BID FORM
Central Hudson Gas & Electric Corp.

Date mailed by you from your headquarters: _____

Posted headquarters for which you are bidding in order of preference: _____

All employees are encouraged to apply for positions which suit their individual qualifications and personal interests. Positions will be filled pursuant to the terms of the Working Agreement and without regard to one's race, color, creed, sex, age or national origin.

Number in right-hand corner of posting.	Date	Posting No.	Position	Group	Headquarters	Supervisor	Signature	HEADQUARTER LOCATION	CHOICE	
	11/9/89	03-888			Newburgh	R. Samsbury	Michael Abugian	Kingsville	1st	<input type="checkbox"/> No Vacancy
								Highbridge	2nd	<input type="checkbox"/> No Vacancy
								Highbridge	3rd	<input type="checkbox"/> No Vacancy
								Fishkill	4th	<input type="checkbox"/> No Vacancy
									5th	<input type="checkbox"/> No Vacancy
									6th	<input type="checkbox"/> No Vacancy
									7th	<input type="checkbox"/> No Vacancy
									8th	<input type="checkbox"/> No Vacancy
									9th	<input type="checkbox"/> No Vacancy

PRINT your name clearly: _____

Your 1st level of unclassified supervision: _____

Your signature: _____

I AM APPLYING FOR THIS POSITION FOR A HOLDING GRADE ONLY ☐ (CHECK)

DO NOT WRITE BELOW THIS LINE

☐ The position was awarded to a senior applicant. ☐ You passed the exam. ☐ Declined position. ☐ You failed the exam.

☐ The position was awarded to a probationary employee with a higher mark. ☐ Posting cancelled or withdrawn. ☐ Late bid; not accepted. ☐ You will be assigned to the position.

☐ You were not eligible to bid. ☐ You withdrew. ☐ Qualifying exam. ☐ You failed to appear for the exam.

The examination will be given at HR Test Room on 11 15 09 at 8:30 AM.
(location) (month) (day) (year) (time)

See your supervisor for your release from work to attend the examination.

- Print clearly all information requested using a ball-point pen or hard pencil.
- Do not write below the heavy line.
- Do not separate the form.
- Mail the completed form intact to Human Resources, South Road.

To indicate that you are applying for the purpose of achieving a holding grade only.

If you have any questions concerning the proper use of this form, please ask your Supervisor for clarification.

Human Resources

+ Exhibit 25**January 2, 1971****(Amended 5/1/2003)**

**Memorandum Regarding Substitution of
Roving Mechanic-Operator Job Specifications for
Those of Hydro Station Mechanic-Operator**

The Company and the Union agree:

Effective February 1, 1971, the present specifications for Hydro Station Mechanic-Operator are hereby eliminated and in substitution, therefore, the attached specifications for Roving Mechanic-Operator are hereby adopted.

On February 1, 1971, the present incumbent of the hydro station classifications will be reclassified as follows:

1. Chief Mechanic shall become Chief Roving Mechanic-Operator. (Pay Group 21)
2. Hydro Station Mechanic-Operator, First Class, shall become Roving Mechanic-Operator First Class. (Pay Group 19)
3. Hydro Station Mechanic-Operator, Second Class, shall become Roving Mechanic-Operator, Second Class. (Pay Group 16)

The present members of this crew (Charles G. Stokes, Carl G. Bush, Elwin F. Schoonmaker, Arthur D. Mott) will not be considered as shift workers under the Roving Mechanic-Operator job specifications they are initially assigned to. Roving Mechanic-Operators will be considered special schedule workers when relieving Hydro Station Operators First and Second Class.

1. James J. Merritt, a present Hydro Station Mechanic-Operator 2/C will be frozen at his existing level in the new classification of Roving Mechanic-Operator 2/C.
2. While on assignment to steam electric generating station normally manned on a continuous basis, Roving Mechanic-Operators will be scheduled 8:00 a.m. to 4:30 p.m., Monday to Friday, as the basic workweek.
3. A Roving Mechanic-Operator crew consisting of three to eight employees shall include a Chief Roving Mechanic-Operator when working in the field. It is recognized that the working conditions of the Roving Mechanic-Operators are

similar to those of field crews and, accordingly, the requirement for the inclusion of a Chief Roving Mechanic-Operator for a crew of three to eight employees is recognized as based upon different conditions than those upon which the requirement of inclusion of Chief Plant Mechanic for a group of four or more employees is based (see eighth paragraph, Article V, Section C of the T&D Working Agreement).

4. Amend Article V, Paragraph C, third Section to include Roving Mechanic-Operators.

5. Substation Operators First and Second Class will be utilized for observation and communication only relative to peaking units not normally manned.

6. The Chief Roving Mechanic-Operator shall receive Pay Group 22 for any hours that he/she supervises Plant Technicians First Class.

7. Roving Mechanic-Operator jobs shall become jobs subject to automatic progression.

The new classification of Roving Mechanic-Operator 2/C shall have a maximum time in grade of 2-1/2 years and the new classification of Roving Mechanic-Operator 3/C shall have a maximum time in grade of one year. Selection and training will be done in accordance with Appendix A of the T&D Agreement.

Exhibit 26

July 21, 1980

Grievance 79-22

If an employee who has either accepted an assignment to a new position or becomes the incumbent in such a new position and the new position becomes unavailable to the employee (other than by virtue of a voluntary rejection of such new position or a voluntary withdrawal from such new position), the employee will continue to be considered for any other prior posted position to which the employee was assigned and thereafter withdrew (and for which the employee continues to be qualified), providing a selection under such prior posting has not been made at the date such new position becomes so unavailable.

Exhibit 27
(Amended 5/1/2003)

Establishment of a Joint
Committee on Alcoholism

In 1969 the Company officially adopted a policy on alcoholism that recognizes it as an illness just as deserving of diagnosis and treatment as any other illness:

It is proposed that a Joint Committee on Alcoholism consisting of three members be established to help develop and foster programs of early detection and effective motivation. These programs will be company-wide and will be designed to make maximum use of the existing communicative systems within the Company (Bulletin, etc.) as well as attempt to develop new means of communication.

This committee will not counsel or be involved with any individual employee who has a drinking problem.

The committee members will be: one from management, up to two from Local 320. They will be volunteers and they will all be recovered alcoholics.

Exhibit 28 - (Reserved)

Exhibit 29 - (Reserved)

+ Exhibit 30
November 14, 1973
May 27, 1986
Item 61, 1987 Negotiations
(Amended 5/1/2003)

E
X
H

Re: Memorandum of Understanding
Propane Air Mixing Facilities

Following is the Memorandum of Understanding dated June 30, 1972, regarding Propane Air Mixing Facilities, and the May 27, 1986 Addendum thereto:

June 30, 1972

Memorandum of Understanding
Re: Propane-Air Mixing Facilities

This memorandum shall be operative for a period of one year from the date hereof and shall be subject to the

provisions of the Company's agreement with Pyrofax Gas Corporation, dated October 5, 1971, together with any future use of the propane-air mixing facilities at Poughkeepsie, New York.

Such facilities shall be operated and maintained by Roving Mechanic Operator forces assisted by the other employees as set forth below and as may otherwise be required by the Company.

The discussion leading to reaching this agreement consisted of certain pertinent questions and answers, which are set forth as follows and which shall be part of this agreement.

<u>Question</u>	<u>Answer</u>
A. Whose responsibility will it be to:	A.
1. Open first valve in natural gas line to the tank cars?	1. Gas Street Forces
2. Set and maintain car vapor discharge regulator?	2. Gas Street Forces
3. Light off vaporizer?	3. Roving Mechanic Operator 1/C
4. Perform valving of main valves in Askania mixer building on manufactured gas and natural gas headers?	4. Gas Street Forces
5. Routine changing of orifice plates within the facilities?	5. Gas Street Forces
6. Respond to problems with equipment:	6.
a. Basic unit?	a. Pyrofax, Plant Technicians or Roving Mechanic Operators
b. Vapor pressure regulator?	b. Gas Street Forces
c. Remainder?	c. Roving Mechanic Operators

- | | | | |
|----|---|----|---|
| 7. | Repair leaks in propane system? | 7. | Roving Mechanic Operators with assistance from District Mechanic (Welder) if required |
| B. | What will be the function of: | B. | |
| 1. | Plant Helper? | 1. | Assist in maintenance and operation of facility |
| 2. | Roving Mechanic Operator 3/C? | 2. | Assist in maintenance and operation of facility |
| 3. | Roving Mechanic Operator 2/C? | 3. | Assist in maintenance and operation of facility |
| 4. | Plant Technician? | 4. | Maintain and repair control and similar equipment |
| C. | What maintenance program is planned for the propane system? | C. | Routine program as determined and performed by Pyrofax except for emergency repairs |
| D. | What arrangements to move tank cars? | D. | Railroad will spot cars and Company will move as required |
| E. | How many people will be assigned to operate the facility? | E. | It is expected that two will be required under normal conditions |
| F. | What classifications will be used? | F. | Roving Mechanic Operators, Chief, 1/C, 2/C, 3/C and Plant Helpers |
| G. | What will be the complement of the normal operating crew? | G. | When two employees are required, their classifications shall be at least a 1/C and 2/C Roving Mechanic Operator |

The following is the Addendum, dated May 27, 1986, to the above Memorandum of Understanding, dated June 30, 1972;

1. Chief Gas Mechanic (125.0), Gas Mechanic 1/C (125.1), Gas Mechanic 2/C (125.2), Gas Mechanic Welder 1/C (124.2) and Gas Mechanic Welder 2/C (124.3) assigned to the Newburgh and Poughkeepsie Districts may be utilized by the Company to assist in the operation of the Newburgh and Poughkeepsie Propane-Air Plants.
2. Where Exhibit 30 refers to Roving Mechanic Operators in the answer section of Items 3, 6a, 6c and 7 of the Exhibit, Chief Gas Mechanics, Gas Mechanics 1/C, Gas Mechanics 2/C, Gas Mechanic Welders 1/C and Gas Mechanic Welders 2/C classifications shall be deemed to have been added to those references.
3. The normal assignment of Chief Gas Mechanics, Gas Mechanics 1/C, Gas Mechanics 2/C, Gas Mechanic Welders 1/C and Gas Mechanic Welders 2/C to the Newburgh and Poughkeepsie Propane Plants will be during the normal working hours provided for in the Labor Agreement for non-shift employees. In the event they are assigned outside these hours they shall receive the applicable overtime rate. The first opportunity for overtime shall be given to the employees in the classifications normally assigned to operate the Newburgh and Poughkeepsie Propane-Air Plants.
4. When Chief Gas Mechanics and Gas Mechanics 1/C are assigned to the Newburgh and Poughkeepsie Propane-Air Plants in accordance with this addendum they shall be upgraded as follows - Chief Gas Mechanic from Pay Group 20.2 to Pay Group 21, and Gas Mechanic 1/C from Pay Group 18.1 to Pay Group 19. (See 1987-M+30, Exhibit D)
5. The Company shall provide appropriate training to all the Chief Gas Mechanics, Gas Mechanics 1/C, Gas Mechanics 2/C, Gas Mechanic Welders 1/C and Gas Mechanic Welders 2/C in the Newburgh and Poughkeepsie Districts and shall provide a copy of the training program to the Union in accordance with Item 32 of the 1969 Memorandum of Agreement.
6. Where Exhibit 30 refers to railroad tank cars, it shall be deemed to incorporate tractor-trailer tank trucks. The off-loading of fuel shall be under the direction of an individual in one of the following classifications: Roving

Chief Mechanic Operator, Roving Mechanic Operator 1/C, Chief Plant Technician or Plant Technician 1/C.

7. In the event a Chief Gas Mechanic, Gas Mechanic 1/C, Gas Mechanic 2/C, Gas Mechanic Welder 1/C or Gas Mechanic Welder 2/C is assigned to the Newburgh or Poughkeepsie Propane-Air Plants, the senior qualified person primarily and regularly assigned to the job shall be in charge in preference to these employees on special/temporary assignment. As an addendum to Exhibit 7, as it applies to Plant Technicians and Roving Mechanic Operators working at the Propane-Air Plants, the senior employee of either classification shall be upgraded.

8. Exhibit 30 (with the reference to Pyrofax in Item 6a considered inappropriate) shall be extended to include the Newburgh Propane-Air Plant.

9. The Company will agree that the Gas Mechanic forces will be assigned to operate the valve that mixes natural gas and propane.

+ Exhibit 31

(Amended 6/1/83)

(Amended 7/1/87)

(Amended 7/1/98)

URD Program

The Company and Local 320 agree to perform URD work under the following conditions:

1. Electric, Telephone and Flexible Gas Piping - Central Hudson Trenching

(a) It is anticipated that where practicable, Central Hudson will perform trenching with its own personnel; however, contractors from time to time may be used to perform such trenching. When work on a job begins, trenching shall be performed by a crew of no less than two employees, one of which will be an employee of a first-class classification. The second such employee shall be in Pay Group 16, except as otherwise provided in Supplemental Agreement 1958-16 (as amended). When the work progresses to a point where operations in addition to trenching are being performed a crew consisting of a Chief Gas Mechanic or higher, a Lineman/Linewoman 1/C / Splicer 1/C and a qualified Gas Mechanic or Gas Mechanic Welder or a crew consisting of a Working Foreman/Forewoman 2/C (LES&T), a Gas Mechanic

1/C or a Gas Mechanic Welder 1/C and a qualified Lineman/Linewoman / Splicer will install the entire electric system, and the main gas distribution system including gas services and meters to those homes ready for service at the time the main is installed. It is anticipated that the Gas Mechanic and Lineman/Linewoman / Splicer will work together installing the electric and gas systems during which a Gas Mechanic will be primarily responsible for making all gas connections and the Lineman/Linewoman / Splicer will be primarily responsible for making all electrical connections. It is understood that the crew which includes a Chief Gas Mechanic and a qualified Gas Mechanic may work on the energized gas systems and the crew which includes the Working Foreman/Forewoman 2/C (LES&T) and the qualified Lineman/Linewoman / Splicer may work on the energized electric system. It is also understood that the addition of qualified employees which result in two qualified employees from each craft being present will enable the crew to work on both energized systems. Notwithstanding the foregoing, an electric crew only may, at the Company's election, be used for installing terminating and energizing cable within a conduit system.

(b) Without limiting the right to use a crew described in paragraph 1(a) above, a crew consisting of a Gas Mechanic 1/C or higher and a Chief Gas Mechanic or higher may be utilized to install electric and gas services (which is included in the work referred to in paragraph 1(a) above). The crew referred to in this paragraph 1(b) will be responsible for, but not limited to, fusing a service saddled to a plastic main or installing a mechanical saddle to a plastic main and installing, testing, purging and pressurizing a gas service up to the outlet of the meter by tapping the main. The crew referred to in this paragraph 1(b) may also install a complete electric service from outside the transformer or service pedestal up to and into the meter box. The crew referred to in this paragraph 1(b) will not be responsible for energizing this electric service. The crew referred to in this paragraph 1(b) may also be responsible for excavating and backfilling the trench or coordinating such trenching and backfilling with a contractor. Those employees performing work referred to in this paragraph 1(b) may also be used to perform all other work for which they are qualified including work referred to in paragraph 1(a) of this Exhibit 31.

2. Electric and Telephone - Trenching by Communications Company

Central Hudson will use a crew which includes at least a Lineman/Linewoman 1/C / Splicer 1/C and an additional employee who will be paid at no less than Pay Group 16. This crew will have the initial responsibility for installing and connecting all primary cables, secondary cables, secondary pedestals, transformer pads and related work. All such work will be performed while the system is deenergized; however, if such crew includes two qualified Linemen/Linewomen, they may work on the energized electric system.

3. Electric and Telephone - Trenching by Central Hudson Electric (only) - Trenching by Central Hudson

It is anticipated that where applicable, Central Hudson will perform trenching with its own personnel; however, contractors from time to time may be used to perform such trenching. When work on a job begins, trenching shall be performed by a crew of no less than two employees one of which will be an employee of a first-class classification. When the work progresses to a point where operations in addition to trenching are being performed, Central Hudson will use a crew including a Working Foreman/Forewoman 2/C (LES&T), Lineman/Linewoman 2/C / Splicer 2/C or higher and an employee of Pay Group 11 or higher. The operator of trenching equipment will be an individual at Pay Group 16 or above. It is anticipated that the trenching operator will close the trench working as either part of this work crew or independently at the completion of this operation.

4. Recognizing that the majority of electric service connections associated with URD developments will not be completed during the initial installation but will be made at some time in the future, one employee Lineman/Linewoman 1/C / Splicer 1/C or higher may make energized secondary connections in a pedestal or in a deadfront padmount transformer where the cable has been previously installed inside the transformer pad.

5. The Company agrees that it will, in its best efforts, try to equitably distribute combination gas and electric URD work between the electric and gas crew in each district.

6. The Company and Union have developed a program that establishes clearly the guidelines for the work involved. Therefore, it seems somewhat unnecessary to establish a

formal review committee at this time. However, the Company would not be hesitant to convene a small committee to discuss any problems that may arise from the trial agreement we have reached on URD.

7. In making assignments for URD work, the supervisor in charge of each individual work headquarters will make every effort to consider the expressed preferences of individuals to perform URD-type work.
8. During the period of this agreement, the Company will train bargaining unit employees in the operation of fault locating equipment. Upon the completion of such training, the bargaining unit employees will normally be used to operate such equipment.

Exhibit 32

(Amended 6/1/83)

(Amended 5/1/2003)

TO ALL SUPERVISORS:

CALL-OUT PAY AND OVERTIME MEALS

Section H of Article V of the T&D Contract or Section E, Article V, of the TOC Contract was originally intended to cover the application of overtime meals. Although it is expected that liberal treatment will be applied in unusual cases, it is expected that both parties will be fair and reasonable in the application of the principles intended. It is impracticable to outline specific treatment to be applied to all individual situations that may arise. Unforeseen circumstances may arise requiring special interpretation which may not necessarily form a precedent for handling other similar situations. To insure uniformity, the interpretation of these sections under normal predictable circumstances will be as follows:

An employee required to continue work for a period longer than two hours beyond the scheduled quitting time shall be entitled to a meal furnished or paid for by the Company and to an additional meal for each additional five hours worked thereafter.

An employee who is called or scheduled to work before or after the employee's regular workday schedule and misses a meal or meals thereby, or is called or scheduled to report for work more than one hour in advance of the regular starting time and misses a meal or meals thereby, shall be entitled to a meal or meals furnished or paid for by the Company.

A call-out is a communication to an employee while off duty directing the employee to proceed immediately to a designated work location to engage in overtime work or to report for such work at a designated time.

On a call-out for immediate duty, time shall begin from the time of call with the understanding that the employee shall be reasonable and fair in his/her promptness in reporting.

On a call-out to report for work at a designated time, compensation shall begin at the time of leaving for work. Notice to report for work at a designated time shall be given at least eight hours prior to the start of the employee's regularly scheduled basic workday. An employee who is called to report for work at a designated time and such call is subsequently cancelled shall receive a cancellation payment equivalent to three hours' pay at the applicable rate.

If an employee is scheduled or called out to report for work at a designated time and if the employee cannot be relieved after starting duty and is requested to obtain the employee's regular meal in advance of the regular starting time, a meal allowance time at the applicable rate may be paid for by the Company.

On a call-out to report for work at a designated time to cover an unscheduled absence, travel time and meal allowance time, if applicable, shall not be considered as working time for the purpose of applying the sleep time provisions of this Working Agreement.

Overtime meals shall be eaten on Company time and only such time shall be taken as is reasonably necessary to obtain and eat the meal.

Overtime meals shall be those eaten before or after regular working hours or those covered by Article III E of the T&D Contract or Article III D of the TOC Contract.

*** Exhibit 33**
(See 1961-M*17)
(Amended 5/1/2003)

March 1, 1963

Re: Painting

This confirms our discussion and understanding with respect to defining the areas and locations which will be painted by Union members.

**E
X
H**

Areas and Locations to be Painted by Members of the TOC Bargaining Unit:

1. South Road properties, including offices, garages, storerooms and repair shops.
2. District Commercial Offices.
3. Skilled work at Recreation Center as provided by separate memoranda.
4. Operating properties where TOC clerical employees work. This includes Newburgh, Fishkill, Rhinebeck, Catskill and Kingston (except area used for substation purposes).
5. Office interiors at Eltings Corners where TOC clerical employees work.
6. Any other painting which, in the judgment of management, requires the services of skilled painters.

Unskilled Painting by T&D Bargaining Unit Members:

1. All properties and buildings at gas and electric production plants, hydro stations and substations.
2. Crew headquarters such as Saugerties, Stanfordville, Scotts Corners, Honk Falls, Greenville, etc.
3. Eltings Corners properties except office interiors where TOC clerical employees work.
4. Unskilled work at Recreation Center as provided by separate memoranda.

The foregoing locations are defined for clarification purposes only when painting is being performed by Company employees. The Company reserves the right to contract out painting work regardless of type of location.

*** Exhibit 34**

July 2, 1956

(Amended 5/1/2003)

This will confirm our understanding reached June 29, 1956, with respect to clerks who are employed during the senior year of the Cooperative Course in effect with the various High Schools in our area. Such students work forty hours per week

during the summer between the junior and senior years and twenty hours per week during the senior year while attending regular school classes on a half-day basis during that time. These students are employed by Human Resources and are assigned to various types of work in all departments which will qualify them to receive credit toward graduation under New York State Education Department regulations.

Until graduation such students are considered as temporary employees and any who continue with us assume regular status upon graduation from High School. (See 1969*20 and 1977-M*44).

* Exhibit 35

(See 1969-M*45 and 1981-M*28)

July 1, 1969

Revised July 1, 1981

**CENTRAL HUDSON AUTOMOTIVE AND HYDRAULIC
MECHANICS' PERSONAL HAND TOOLS**

1 Tool box

Long and short extension swivel or universal and breaker bar spinner.

1 3/8" drive socket set standard and deep sockets

3/8" thru 7/8". 3/8" ratchet, long and short extensions, universal and breaker bar spinner.

2 Sets - Combination box and open-end wrenches 1/4" thru 3/4" 5/16", 3/8", 7/16", 1/2", 9/16", 5/8", 11/16", 3/4"

1 Set - Open-end wrenches, large type 3/4", 13/16", 7/8", 15/16", 1", 1-1/16", 1-1/8", 1-1/4"

2 Screwdrivers - 10" and 12"

1 Phillips Screwdriver - one special flexible

4 Pr. Pliers - Gas, Needle nose, Vise grips and Water pump

1 Set of Ignition tools

1 Scraper or putty knife

1 Feeler Gauge

1 Jack knife

1 Pr. Tin snips or metal shears

1 Wire brush

1 Battery terminal pliers

1 Battery terminal cleaner

1 6" drive punch

1 12" drive punch

1 Medium drift pin

1 Brake spoon

1 Brake pliers

1 Snap ring pliers

1 6" crescent wrench

1 Small ball peen hammer

* Exhibit 36

June 19, 1967
(Amended 7/1/85)
(Amended 5/1/2003)

**REVISED ITEM #21 OF MEMORANDUM
OF TENTATIVE AGREEMENT**

The C.P.R. recording work will normally be performed by employees assigned to the Plant Accounting Section. Recording of overhead electric services and minor property units will be performed by employees assigned to the classification of Accounting Clerk or higher. All other C.P.R. recording work will be performed by the classification of Accounting Technician or higher.

This item is not intended to restrict the provisions of Article IV, Section C of the present TOC Working Agreement.

Exhibit 37

August 13, 1954
(Amended 6/1/83)

To All Supervisors:

During the 1954 negotiations with Local 320 there was considerable discussion about the distinction between general and direct supervision as the terms are used in the job specifications.

To insure uniform understanding the following summary of the discussion has been prepared and issued.

General Supervision

The term "under general supervision" means that an employee performs their duties in accordance with general instructions from a supervisor or from a qualified higher rated employee. The employee is expected to exercise judgment and to make decisions regarding the performance of such duties. The employee is responsible for the completion of the employee's duties. It is contemplated that the employee will not require continuous supervision and that the employee will be supervised principally on the basis of overall results achieved. The employee may be required to direct the work of other employees.

Direct Supervision

The term "under direct supervision" means that an employee performs the employees duties under the guidance or direction of a supervisor or of a qualified higher rated employee who will remain in the general vicinity of the job to check the progress of the work from time-to-time, and who will be available to make decisions regarding the performance of the work, and who will be responsible for the completion of the job. The employee may be assisted by other employees.

+ Exhibit 38Re: Grievance 1975-6

Reassignments from "R" shifts at production stations to operating shifts shall be rotated among appropriate job classifications on an equitable basis.

+ Exhibit 39

November 20, 1952

(Amended 6/1/83)

The Company's work of line clearance has been greater in amount each year as its lines have been extended, and more important as increasing reliance is placed upon electric service. Every effort is being continuously directed to making electric service just as reliable as practically possible. Many factors operate against the supply of uninterrupted service, and cause the interruptions which distribution and transmission lines experience. The major factor is interference from trees, and there is none as difficult to bring under control.

It has been the Company's practice to have this work performed by its line forces and by forces of tree trimming contractors. The amount performed annually by each has varied, being dependent upon the amount of line construction and maintenance work the line forces had to do. This practice has produced reasonably satisfactory results, although at times needed tree trimming has been delayed because of insufficient forces to do the work. Consideration of the increasing importance of this work and the necessity for performing more of it as time goes on, led to a review of the practices of carrying on line clearance. Based on this review it has been concluded that it would be more advantageous for the Company to employ tree trimming crews of its own to carry on a large part of the line clearance work, and to continue to perform the remainder of the work with its line crews and with tree trimming contractors. The

Company intends, therefore, to modify its present practice to that extent and hopes thereby to obtain better and more continuous clearance of lines, to effect a better control of public relations and to improve the quality of electric service supplied.

In order to test the merits of the proposed method of handling line clearance an organization of tree trimming crews will be created with headquarters at Eltings Corners. These crews will be comprised of persons specially trained for this work who will perform on a year-round basis such work as can be economically conducted from Eltings Corners. Initially there will be created three crews, each consisting of one First-Class Tree Trimmer, and one Second-Class Tree Trimmer, under the supervision of a Tree Trimmer Foreman/Forewoman.

It is intended that this organization will be set up during December, when it is expected the equipment ordered for the crews will be received. To recruit employees for these new positions, job postings are being made herewith and applications for these positions are solicited.

The duties of a Lineman/Linewoman include all the work which is done on transmission and distribution lines. Line clearance, such as tree trimming, is one of these duties. The creation of the new position of Tree Trimmer shall in no way alter or set aside any of the duties which Linemen/Linewomen have historically performed. The duties of a tree trimmer shall be complementary to those of a Lineman/Linewoman.

+ Exhibit 40

Grievance 1975-75 Settlement of Joint Committee In Step Three of Grievance Procedure

From the date hereof, Article VIII 1-6 of the Working Agreement shall be interpreted to permit Employees who have had at least one year of continuous service with the Company, with the consent of the Employee's Supervisor, to take personal time to attend funeral services for a friend, subject to all of the other provisions of said Article VIII 1-6.

It is also agreed that no other grievance involving requests for personal time for attending funeral services for a friend which have been denied prior to the date hereof, shall be filed.

* Exhibit 40
(Amended 5/1/2003)

Memo of Agreement By and Between
The Company and I.B.E.W. Local 320

From the date hereof, Article VIII I-1 of the TOC Working Agreement shall be interpreted to permit employees who have had at least one year of continuous service with the Company, with the consent of the employee's supervisor, to take personal time to attend funeral services for a friend, subject to all of the other provisions of said Article VIII I-1.

It is also agreed that no grievance involving requests for personal time for attending funeral services for a friend which have been denied prior to the date hereto, shall be filed.

Exhibit 41
(Amended 7/1/85)
(Amended 5/1/2003)

Re: Snow Removal and Sanding, South Road

The Company and I.B.E.W. Local 320 agree that the bulk removal of snow at the South Road Property is within the jurisdiction of the T&D Agreement and that shoveling snow and sanding is within the jurisdiction of the TOC Agreement.

It is further agreed that nothing herein will preclude the Company from assigning employees in accordance with the Working Agreement.

The parties agree that in settlement of Grievance 83-08, callouts for snow removal in the District Headquarters of Fishkill, Newburgh, Poughkeepsie, Kingston and Catskill, shall be made from a common list of Linemen, Streetmen and Helpers [as "Helpers" is defined in Paragraph II (8) of Exhibit 17 of the Working Agreement].

Exhibit 42 (Reserved)

+ Exhibit 43
April 14, 1978
(Amended 7/1/98)
(Amended 5/1/2003)

Any person transferred or reassigned in accordance with Article IX D of the Working Agreement will not have their pay reduced below the top step of Pay Group 11 or their existing rate of pay, whichever is lower.

E
X
H

* Exhibit 44

April 22, 1968
(Amended 6/1/83)
(Amended 5/1/2003)

Re: Pay of Students Assigned as
Maintenance Worker 2/C

In accordance with past practice and agreement with the I.B.E.W. Local 320 from 1961 through 1967, all students assigned to classification of Maintenance Worker 2/C on a temporary basis will be paid in the bottom step of Pay Group 12.

* Exhibit 45
January 24, 1974

Answer to Third Step Grievance 72-103

The Company agrees that the analysis of field conditions and paperwork in connection with voltage complaints and overloaded transformers involving secondary circuits will normally but not exclusively be the work of the Estimators. The Company affirmed that it has no intention of having the work normally assigned to Estimators performed by unclassified employees.

+ Exhibit 46
(See Grievances 1975-12-13-28)
(Amended 6/1/83)

Lineman/Linewoman Taking Rotation Test

In the course of work operations involving a customer (or customers) who has polyphase electric service, it is sometimes necessary to disconnect such service in order to make modification to some part of the physical plant which serves the facility.

In such instance, it is necessary to make a rotation test before service is disconnected to provide a base for checking rotation when service is to be restored.

The Company feels that from the standpoint of operating efficiency, taking into consideration the job specifications and qualifications of existing Lineman/Linewoman 1/C or higher, the taking of such rotation tests by such personnel is an appropriate assignment. All other phase rotation tests presently performed by Testers will continue to be performed by Testers.

Exhibit 47

(See Grievances 1972-14, 1972-15, 1972-16)

August 30, 1976

Re: Military Leave and Holiday Pay

The following policy has been adopted regarding the contractual obligation for military leave if a holiday occurs during such military leave.

1. If an employee is on military leave for less than eleven (11) working days and a holiday occurs during such leave, the employee will be paid for one day less than the number of days on leave under the military policy plus one day holiday pay.
2. If an employee is on military leave eleven (11) working days or more and one of the days is a holiday, then the employee will be paid ten days under the military policy and one day holiday pay.

Exhibit 48 (Reserved)+ Exhibit 49

(See Grievances 1974-35, 1975-03)

(Amended 6/1/83)

Gatekeeper

As stated in 1975 negotiations, the Company will maintain the position of Gatekeeper (119.4) during normal daytime working hours, Monday through Friday and will utilize employees who due to physical conditions cannot perform the duties of their assigned classification. When employees with physical limitations are not available, security personnel will man the gate at such times but will perform only security functions.

E
X
H

*** Exhibit 50**

September 26, 1983

(Amended July 1, 1985)

(Amended July 1, 1998)

**Customer Service Representative
Training Program**

Key

3/C - Quick Start Training for new Customer Service Representative 3/C

2/C - Progression to Customer Service Representative 2/C

1/C - Progression to Customer Service Representative 1/C

<u>Class</u>	<u>Section</u>	<u>Description</u>
3/C, 2/C	A	Public Utility <ol style="list-style-type: none"> 1. Definition 2. Difference between investor-owned utility and government or municipally owned utility 3. Difference between investor-owned utility and other business enterprises 4. Utility deregulation 5. Explain importance of the customer
3/C, 2/C	B	Franchise
3/C, 2/C	C	Public Service Commission <ol style="list-style-type: none"> 1. Explain PSC's role in regulating utility business 2. List areas of PSC interest: <ol style="list-style-type: none"> a) Service b) Rates c) Securities d) Accounting rules e) Safety regulations f) Metering - explain about time tests g) Collections h) Billing i) High bill complaints - (notice of determination) j) Shared meter complaints

<u>Class</u>	<u>Section</u>	<u>Description</u>
		<ul style="list-style-type: none"> k) All other customer complaints filed with PSC l) Performance Indicators & Incentives
3/C, 2/C	D	Capital <ul style="list-style-type: none"> 1. Common Stock 2. Preferred Stock 3. Bonds
3/C, 2/C	E	Company Organization and Call Center Procedures <ul style="list-style-type: none"> 1. Groups and key people 2. Holding Company and subsidiaries
3/C		<ul style="list-style-type: none"> 3. Learn internal contacts and referrals for problem-solving <ul style="list-style-type: none"> a) Supervisors by division b) New Business supervisors c) Meter Reading supervisors d) Call Center schedules e) Call-out procedures f) DSS work assignments and telephone numbers g) New business work assignments and telephone numbers
3/C, 2/C	F	Definitions used in the Utility Business
2/C, 1/C	G	Supply of Electricity and Natural Gas <ul style="list-style-type: none"> 1. Central Hudson as the supplier 2. Alternate Energy Suppliers (ESCO) 3. Trace from source to customer <ul style="list-style-type: none"> a) Origination of both b) Transmission c) Distribution d) Voltage: primary, secondary, house e) Pressure: low-medium-high f) Service laterals: gas and electric (overhead and underground) 4. Underground residential distribution 5. Temporary service: charge and specifications (BORD Screen) 6. Gas and electric extensions

<u>Class</u>	<u>Section</u>	<u>Description</u>
		<ol style="list-style-type: none"> 7. Street lighting 8. Area lighting 9. Accident and damage procedures 10. Mobile home and trailer court policy 11. Explain difference between 2- and 3-wire 12. Explain single- and three-phase service 13. Explain service entrance - point of entrance (attachment) 14. Taps 15. Service entrance conductors - ownership 16. Permits, data sheets, 311 forms, insulation service 17. Research meters 18. Change to larger service 19. Explain trimming requirements
3/C, 2/C	H	Group, Folio and Suffix (account number) <ol style="list-style-type: none"> 1. Definitions and how assigned 2. Importance 3. Name and address standards 4. SIC codes 5. Political districts 6. Review ICMB in relation to folio
2/C, 1/C	I	Gas and Electric Meters <ol style="list-style-type: none"> 1. What is kWh; what is CCF? 2. What is a disc constant? Show value of disc constant in settling a demand high bill complaint 3. Explain limitation of 4-dial electric meter 4. Demand meter: define and review definition 5. Explain difference between kWh register and demand register 6. Time of use meter: define and review 7. Explain function of test hands on gas meter 8. Explain limitations of 3-dial gas meter 9. Explain testing as required by PSC 10. Explain request by customer to test meter 11. BVI

<u>Class</u>	<u>Section</u>	<u>Description</u>
		12. Explain alternating current 13. Fast meter refunds 14. Ground conditions 15. Meter reading: porta processor 16. Key Program: KEYS Screen 17. Sealing of electric meter program and diversion of service, SEAL, CRSL, UDSL Screens 18. Access Procedures
3/C, 2/C, 1/C	J	Emphasize Telephone Techniques 1. Good manners 2. Greeting and use of name for identification 3. Courtesy 4. Vocabulary 5. Practical Training: listen to taped telephone conversations and apply CIS transactions 6. Format for calls (flow chart call sequence) a) What to ask b) Logical sequence c) Listening skills
2/C, 1/C	K	Explain and Demonstrate Service Procedures for: 1. Gas leak 2. Low or high voltage investigation 3. Flickering lights 4. Low gas pressure investigation 5. Investigating radio or television interference NOTE: In 2, 3, 4 and 5 above, explain how to process on DISP using reason codes 6. Wire low or down: explain seriousness 7. High bill field investigation 8. Shared meter field investigation
3/C	L	Introduction to software programs 1. Windows '95 a) Sign-on b) Activate different applications c) Toolbars and accessories

<u>Class</u>	<u>Section</u>	<u>Description</u>
		2. WordPerfect <ol style="list-style-type: none"> Create documents Save documents Open and close documents Locate documents on the server Print documents and envelopes
		3. Computer telephone integration (CTI)
3/C, 2/C	M-1	Customer Payments <ol style="list-style-type: none"> Payment agencies Speed pay Direct (debit) pay service Cash management procedures for payments accepted in lobby
3/C, 2/C, 1/C	M-2	Collections Procedures and CIS Screens (CRCU, CRC2, CRCI, DPAC) <ol style="list-style-type: none"> Bad checks Collection calls (CTEL Screen) Welfare accounts (DSS): guarantee (*), restrict (&) and recipient (#) Home Energy Fair Practices Act (HEFPA) Winter rules Home Energy Assistance program (HEAP) Third party notification Extra Security Plan (ESP) Deferred payment arrangements Disputed bills and PSC complaints Sequence used for collections Final bills: letter #1 and collection agency list Collection bureau: assisting in collections Deposits and bonds: residential and non-residential Shut off regulations Life Support Apparatus Procedure (LSAP and MISI)
2/C, 1/C		
3/C, 2/C	N	CIS/CAS Screens - Inquiry and Update Screens <ol style="list-style-type: none"> Sign on/sign off procedures Secret password Need for security

<u>Class</u>	<u>Section</u>	<u>Description</u>
		4. Review inquiry screens: BCHA, BPOT, ICMD, CMMI, BCHI, BCHP, ICMB, BBDI; cover in detail such items as meter status codes, read codes, transaction codes and ID codes
		5. Review acronyms used to obtain location of customer: ICMN, ICMA, ICMB, ICMG, ICME, MRMI and ICTN
2/C		6. Review the use of the table file (TABI)
		7. Review various deposit information screens and codes: REDI, BIUI, BIUN, DEPI, 600, 941
3/C, 1/C		8. Meter changes including changing watt hour to demand
		9. Review update screens: NADD, BCCB, BCCS, MIS3, RFTR, WOFF, CHRG, and WOFR
		10. Review estimating routines
3/C, 2/C, 1/C	O-1 Creating Applications	1. Review proper abbreviations to be used
		2. Review pertinent information to be obtained from a customer and why; i.e. social security number, credit reference, telephone number. Explain social security number in relation to a bad debt record. Review proper codes to be used along with recording a customer telephone number.
		3. Review HEFPA rules regarding deposits NOTE: Interest paid on customer deposits
		4. Review service application forms for residential and non-residential customers
3/C, 2/C	O-2 Creating and Processing Service Orders	1. Locks, unlocks, readovers and mass unlocks (SVCO)

<u>Class</u>	<u>Section</u>	<u>Description</u>
		2. Review PERL codes in detail: permanent and temporary a) TABI 37 to obtain codes and meaning b) PRLI c) PERL to update or delete 3. Review "CIS ACTIVITY" after a transaction has been processed 2/C 4. Meter sets and removals - SVCO 5. Explain the use of POIN
3/C, 2/C	O-3 Creating and Updating Various Orders	1. Dispatch orders a) DISP to create b) DSPI, DSPA, DSPN to inquire c) DISP and log number to close out order 2. Trouble orders a) TRBL to create b) TBLN, TBLA, TBLI, TBLL to inquire c) Explain that only first case of trouble in area needs to be updated--refer to updates--refer to DSPP NOTE: In both cases, emphasize the importance of the proper employee number that is entered in the "comp empl" and "disp empl" fields 3. Review appointments a) scheduling (initial and changing) b) tracking for performance incentive 3/C 4. Gas Odor Orders a) GSLK to create. Emphasize the importance of the Company's responsibility to respond to a gas odor call within 60 minutes b) GSLI, GSLA and GSLN to inquire c) GSLK and log number to complete 5. Gas Leaks a) C-Log numbers

<u>Class</u>	<u>Section</u>	<u>Description</u>
		<ul style="list-style-type: none"> b) GWSN, GSWG, GSWA, GSWD, GSWP, GSWL
		6. Demonstrate the use of Service Restoration screens to receive and provide storm case status: SMAI, SMSU, SMSI, TCNA, MCLK
3/C, 2/C, 1/C	P	Journal Transactions
		<ul style="list-style-type: none"> 1. Review use of the 540 and 520 transactions including transferring active to BD, shared meter refunds, fast meter refunds and ground conditions 2. BDJE to transfer BD to active
3/C, 2/C, 1/C	Q-1 Billing	
		<ul style="list-style-type: none"> 1. Billing periods 2. Types of bills <ul style="list-style-type: none"> a) monthly, bi-monthly, quarterly b) budget c) estimated, corrected d) final e) summary f) direct debit g) full service, delivery service h) time of use (TEMPO) 3. Stress explanation of billing procedures to new customers NOTE: Review "Rights & Responsibilities" Brochures 4. Budget billing - explain transactions and codes: BBII, BUDG, BUDI, BCAI, BCAA, 730, 515 and 525 <ul style="list-style-type: none"> a) Annual adjustment b) Six-month adjustment c) Explain in detail how to figure a customer's budget billing status from BBII and what installment bills include NOTE: Review ESP for customers on budget 5. Explain Fixed Price Billing Option (gas only) 6. High bill complaints <ul style="list-style-type: none"> a) Appliances b) Seasonal usage
2/C, 1/C		

<u>Class</u>	<u>Section</u>	<u>Description</u>
		c) Estimated usages--actual usages
		NOTE: Review HELP Screen
	7.	Back billing: HEFPA rules and regulations
	8.	Back billing: Non-residential rules
2/C, 1/C	Q-2	Office procedures and policies
	1.	High bill complaints
	2.	Shared meters
	3.	Voluntary time-of-use
	4.	Rental hot water heaters
	5.	Tree trimming
	6.	Claims
	7.	Television and radio interference
	8.	Voltage complaints
	9.	Gas leaks and carbon monoxide calls
	10.	New service
	11.	Theft of service
3/C, 2/C, 1/C	R	Gas and Electric Rates (RAT1)
	1.	Residential electric rates: explain and calculate
	2.	Residential gas rates: explain and calculate
	3.	Commercial electric rates: explain and calculate (E200, E230, and E250 grandfathered)
	4.	Commercial gas rates: explain and calculate (G200, G210, G220 and G230)
	5.	Delivery-service rates: explain and calculate bills for customers on Customer Choice Plan (residential and non-residential)
	a)	demonstrate use of CORA, CORH, BRCA
	6.	Explain the use of BRCA Screen and BCAL for computation of electric and gas bills
	7.	Explain the use of TAB1 to obtain information needed to calculate a bill
	8.	Explain Fuel Cost Adjustment Charges (FCA)

<u>Class</u>	<u>Section</u>	<u>Description</u>
		9. Explain Competitive Transition Charges (CTC) for customers on Customer Choice Plan
		10. Explain revenue tax
		11. Explain Metropolitan Transit Authority taxes (MTA)
		12. Calculate bills with taxes included
		13. Explain changing rates on MIS3
2/C, 1/C		14. Calculate pro-rated electric and gas bills
		15. Explain kind codes and their relationship to billing
2/C, 1/C	S	Marketing
		1. Marketing Leads Programs: RSLL
		2. Information on gas end uses
		3. Information on heat pumps
		4. Updates on rental hot water heater program
		5. Information on the Advisor
		6. Other marketing programs
2/C	T	Security
		1. Film: "Involvement - The Security Challenge"
2/C, 1/C	U	Energy Efficiency
		1. On-line Energy Depot/customer inquiries
		2. Energy conservation programs for residential customers
2/C	V-1	Consumer Outreach
		1. Sensitivity training
		a) Explain and review Outreach programs for special needs customers
		b) Film: "Elderly Customer Awareness"
3/C		2. Show film "Welcome to Central Hudson"
		3. Sensitivity/community affairs
		a) Sensitivity film
		b) "Gatekeeper" film
		c) Programs for seniors
		d) Good Neighbor Fund

<u>Class</u>	<u>Section</u>	<u>Description</u>
		4. Film: "People with Disability - Beyond Compliance"
		5. Explain Outreach programs for special needs customers
		6. "How Did We Do" Survey
		a) Performance benchmarks
		b) QAT to address improvements
		c) Reports to President & CEO
		d) Follow-up on all survey comments
		7. Telephone interpreter Line
		8. Listening training
		a) Communication skills: "The Guest" film
		b) Slide presentation: "How to Listen and Express Yourself"
		9. Gift Certificate Program

2/C V-2 Risk Management

2/C V-3 Customer Accounting

3/C, W Review
2/C,
1/C

Exhibit 51 (Reserved)

Exhibit 52

February 23, 1977
Revised July 1, 1981
(Amended 6/1/83)
(Amended 5/1/2003)

Re: Travel Allowance

An employee who is declared excess under the provisions of Article IX D of the Working Agreement and who is transferred to another headquarters that is a greater distance from the employee's place of residence than the employee's headquarters on the date of the declaration of excess and who subsequently bids to and accepts a position which requires travel equal to or greater than the distance from the employee's place of residence at the time of the original transfer, the employee will

remain eligible for the mileage allowance under Article V P (T&D) or V H (TOC) for a period of time no longer than the applicable time period referred to in such sections measured from the date of the declaration of excess. Provided, however, if the subsequent bid and acceptance is to a position of a greater pay rate than the employee received on the date of the declaration of excess, the employee's mileage allowance will cease.

If the position subsequently bid and accepted requires travel less than the distance from the employee's place of residence at the time of the original transfer, the employee will be eligible for a mileage allowance based on such distance provided that such distance is greater than the distance from the employee's headquarters on the date of the declaration of excess from such place of residence for a period of time no greater than one year from the time declared excess and further provided if the subsequent bid and acceptance is to a position of a greater pay rate than the employee received on the date of the declaration of excess, the employee's mileage allowance will cease.

For the purposes of this memorandum, there shall be no differentiation for travel distance between Roseton and Danskammer.

* Exhibit 53

(Amended 7/1/91)

(Amended 7/1/98)

(Amended 5/1/2003)

January 20, 1983

UNIFORM PRACTICE FOR THE EQUALIZATION & ASSIGNMENT
OF OVERTIME APPLICABLE TO THE TOC BARGAINING UNIT

I. General Rules

1. The following procedure, which supersedes all other written or verbal agreements for distributing overtime, shall apply to all regular and probationary classified employees (except Part-time CSRs), subject to the TOC Labor Agreement. It will not apply to temporary employees.

2. Scheduled overtime records and a callout system will be maintained for employees for each area as determined from time to time by Management in which two or more classified employees work together on a specific type of work and will serve as a basis for the assignment of scheduled overtime and for calling employees for overtime work. Such area may include a section or

working unit within a division at a work headquarters, and such area will hereinafter be called the "responsibility area".

3. Every effort will be made to equitably distribute scheduled overtime among qualified employees in each responsibility area and to provide a fair and equal opportunity for callouts.

4. Scheduled overtime records under this practice will start at January 1, 1983 and will continue on a "carry-over" basis thereafter. This carry-over may be reduced by an agreement adopted by a two-thirds majority of the employees in the classification involved within the responsibility area.

In the event scheduled overtime records are reduced to zero for all employees on an overtime list in accordance with the above paragraph, the list showing all employees at zero will be put in seniority order with the senior employee being given the first opportunity to respond. The overtime list will revert to the low employee as soon as the next overtime list is published showing an employee with charged hours greater than zero.

5. A temporary employee (not a probationary employee) will not be called out or scheduled for overtime assignments if regular employees in the same classification within the same responsibility area are available and willing to accept the assignment. This provision will not be applicable to an extended workday.

6. Changes in this procedure will be made only upon mutual agreement between the Company and Local 320.

II. Scheduled Overtime

1. Insofar as possible, scheduled overtime will be assigned by referring to a scheduled overtime record within the responsibility area with the low employee in such area being given first preference. Exceptions to this general rule are as follows:

a. In the case of an extended workday, those employees already assigned to the work may be asked to continue regardless of their position on the list.

b. With respect to work in progress, those employees already assigned to the work and who are most familiar with it, may be asked to continue on an overtime basis without regard to their position on the list.

c. If the overtime work is of a specialized nature, a qualified employee within the responsibility area, who customarily does the work, may be assigned.

2. If an employee refuses a scheduled overtime assignment or accepts an overtime assignment and subsequently does not report for duty, such employee will be charged with the number of hours actually paid to the employee who worked the assignment.

3. If an employee is absent for any reason, such employee's record will not be charged with overtime hours during this absence; however, in case of extended absence in excess of two weeks due to sickness, leave of absence without pay, military leave, or where an employee cannot accept overtime work due to health reasons, the employee will be charged with sufficient hours to equalize such employee with the lowest active employee in such employee's classification within the responsibility area.

4A. An employee assigned to work for another utility outside Central Hudson territory will be charged with all overtime hours worked during the entire period of assignment.

B. Employees who accept assignment to work for another utility accept such assignment for the entire period of such assignment or until the Company releases such employee(s) to return to Central Hudson. Any employees released to return to Central Hudson shall be released based on the then current scheduled overtime list.

C. An employee who declines an assignment to work for another utility outside Central Hudson territory will be charged with all overtime hours worked during the entire period of assignment or up to the point where Central Hudson would have released such employee to return to Central Hudson. However, if such employee who refused the assignment has a full week of vacation during the entire period or some portion of the entire period of such assignment, such employee will not be charged with refused overtime during such week of vacation.

D. Any employee assigned to work for another utility outside Central Hudson territory who is a shift or special schedule employee shall be considered to be a day worker during the entire period of such assignment. The short notice shift schedule change provisions of the labor agreement shall continue to apply to such employees when making such assignments.

5. Scheduled overtime records will be posted weekly and will show the number of hours charged to each employee. A copy will be supplied to the steward on written request.

6. If an employee's job classification or responsibility area is changed, including transfers made pursuant to Article IV N 3, the employee will start in the new classification or at the new responsibility area with the average scheduled overtime hours charged to the employees in the employee's new classification or at the new responsibility area.

In the event an employee returns to his/her former position within his/her 2-week returnable right period from another bargaining unit position or within the first 2 weeks of assignment to an unclassified position, such employee shall resume in the former job he/she is returning to the amount of charged overtime he/she had at the time of transfer to the new position.

7. If an employee is working overtime as the result of assignment on a "scheduled" basis and is "scheduled" for a further overtime assignment while working, such additional overtime shall be considered "scheduled".

8. When an employee has been scheduled to work and is called out before the scheduled reporting time, those hours between the callout and the scheduled reporting time will be considered callout; all other hours worked will be charged as scheduled overtime.

9. If after going through the scheduled overtime list in the district where the overtime is required and no one accepts the scheduled overtime, then the employee(s) on the scheduled overtime list in question, who is/are the lowest on the scheduled overtime list will be selected and will be assigned to work. The overtime hours normally

recorded pursuant to Section II, Paragraph 2, for any individual so assigned shall be doubled (i.e. declined hours plus paid hours).

III. Call-outs

1. For the purpose of this procedure, a notification to an employee while off duty either to report for immediate duty or at a designated time shall be considered a call-out and made from a rotating call system.
2. In an emergency or for work of a specialized nature, if it becomes necessary to call an employee out of turn, a skip tag will be placed on the call card.
3. If an employee refuses a call or cannot be reached, the next employee in rotation will be called, and the employee who could not be reached will be placed in last place. If an employee is on vacation, the employee's card will be so marked, and the employee will not be called. In such cases, the card will be placed in last place.
4. If an employee is unable to accept calls for health or other reasons, the employee may be temporarily removed from the call list until the employee is able to accept calls.
5. "Sleep time" worked resulting from a call-out will be treated as part of the call-out and not as scheduled overtime.
6. If it is resolved that an employee who responded for overtime duty was called in error, that employee shall be charged with a skip.
7. Employees transferred pursuant to Article IV N 3 shall be placed last on the callout list in the district such employee was transferred to. (See Exhibit 116)

* Exhibit 54

October 16, 1981

(Amended January 15, 1982)

(Amended July 1, 1983)

(Amended July 1, 1987)

(Amended July 1, 1989)

(Amended July 1, 1991)

(Amended July 1, 1998)

(Amended May 1, 2003)

E
X
H

Exhibit A to that certain Agreement, dated October 16, 1981, by and between the Company and Local 320, as last amended May 1, 2003 and, as amended, is restated in its entirety to read as follows:

Exhibit A

This Agreement shall be known as the "CSR-Part-time Agreement".

The Customer Service Representative classification has been added to the automatic progression series of the "TOC" Agreement and the titles have been changed to CSR 1/C, CSR 2/C, and CSR 3/C. The CSR-D classification was eliminated; and CSR 3/C and CSR 2/C were retained as training positions with no change in job specifications or pay grade. Maximum times in grade are one year for CSR 3/C and 18 months for CSR 2/C. If an employee in the 2/C position fails to qualify for the 1/C position, the employee will be given one additional opportunity to qualify. The second qualifying examination will be given at the option of the Company anytime between six months and one year following the first examination. Effective July 1, 1989, the classification of Customer Service Representative-E.H. has been added to the automatic progression series as part of the full-time Customer Service Representative series as a special schedule position under Article III B of the TOC Labor Agreement and reference to the term "full-time CSR" referred to herein shall include such new classification, except as specifically excluded herein.

The Company has established three new classifications entitled Customer Service Representative First Class - Part-Time, Customer Service Representative Second Class - Part-Time and Customer Service Representative Third Class - Part-Time in the automatic progression series.

Successful applicants will be assigned and will go through the regular CSR training program on a part-time basis and the maximum time in grade will be two years for CSR 3/C - Part-Time and three years for CSR 2/C - Part-Time. The Company maintains the right to post for a maximum of one (1) CSR-PT in each of the Fishkill, Catskill, Kingston and Newburgh Headquarters and a maximum of seventeen (17) CSRs-PT in the Poughkeepsie Headquarters; however, the total CSR-Part-Time complement will be determined from time to time by the Company but will not exceed 17 or 25% of the total number of full-time CSRs (excluding CSRs-E.H. and CSRs in progression to CSR-E.H.), whichever is greater, as determined on July 1, 1995 and updated

on each January 1 and July 1 thereafter. Written notification to the President and Business Manager of Local 320 of such numbers will be provided.

No additional CSR-PT positions, in addition to those listed in the previous paragraph, will be posted, or otherwise filled, unless there is mutual agreement between the Company and Union.

The Part-time CSR position will be posted before Part-time CSR positions are filled from outside the Company.

Full-time CSRs at the headquarters will be given the first opportunity to respond to requests for call-outs. If the Company elects to extend the hours of CSR work for any reason, then the Company may assign either full-time CSRs on an overtime basis or part-time CSRs on a straight-time basis.

If a Customer Service Representative or CSR-E.H. is assigned to an office open to the public between the night time hours of 6:00 p.m. and 12 midnight, or a CSR-Part-Time is assigned to an office open to the public between the night time hours of 6:00 p.m. and 6:00 a.m., there will be at least one additional employee (classified or unclassified) assigned to that office during such hours.

Part-time CSRs will work a maximum of 1,040 hours per year July 1 through June 30 and the Company has the right to schedule such part-time CSRs for any hours of work during any day of the week. Paid hours for vacation and holidays will not be included in the 1,040 hours. A part-time CSR who is unavailable to meet an assigned work schedule four times in any 30-day period will be terminated; however, any such unavailability will not be charged for absences associated with a death in the family (as defined in paragraph VIII I 3 of the TOC Labor Agreement). If scheduled, part-time CSRs will be assigned for a minimum of three (3) consecutive hours and they will receive straight time for all hours worked except they will be paid time and one-half for all hours worked on those holidays designated in Article III E of the Working Agreement or those hours worked in excess of eight hours per day. The applicable negotiated hourly wage for full-time CSRs will be the same hourly wage for part-time CSRs. (See Exhibit *125 and 1987-M*48)

A Part-Time CSR who is called out in accordance with 1987-50 will be compensated at the prevailing overtime rate for all hours worked outside their normal schedule and it shall not be considered as a reschedule of their work schedule. In the event

such CSR-PT declines such callout it shall not be counted as one of the 4 unavailables within any 30-day period under Exhibit 54 of the Labor Agreement.

The Company will provide each of the individual Customer Service Representative Part-time employees, no later than the 15th day of each month, the anticipated work plan for that employee for the following month. Such plan will continue to be subject to change without notice.

Part-time CSRs will receive the paid holidays as outlined in Article III E of the "Full-Time" Working Agreement. Holiday pay will be for four (4) hours at the straight-time rate.

Part-time CSRs will earn vacation at the rate of one (1) day for each 90 hours worked in a calendar year not to exceed ten (10) days.

Additional vacation for part-time CSRs will be earned for additional years of service, either as full-time or part-time employees as follows:

Five years of service - one and one-half (1 1/2) days for each 90 hours worked in a calendar year not to exceed fifteen (15) days.

Fifteen years of service - two (2) days for each 90 hours worked in a calendar year not to exceed twenty (20) days.

Twenty-two years of service - two and one-half (2 1/2) days for each 90 hours worked in a calendar year not to exceed twenty-five (25) days.

Thirty years of service - three (3) days for each 90 hours worked in a calendar year not to exceed thirty (30) days.

Vacation pay will be for four (4) hours per day at the straight time rate. Vacation for part-time CSRs will be taken in the following calendar year. Vacations earned can be deferred pursuant to the provisions of Article VIII A-4 of the TOC Labor Agreement. Requests for vacation will be subject to the approval of the Supervisor, but the Company reaffirms that each employee is entitled to two weeks' vacation in their normal vacation period (provided they are eligible for such two weeks' vacation) in accordance with Article VIII of the Working Agreement. Part-time CSRs shall not be paid for any absence except as outlined above for holidays and vacation. (See 1985-M*36)

Part-time CSRs will become members of the Retirement Income Plan after meeting the one year eligibility requirements but they will not be eligible for nonstatutory benefits under the Company's self-insured disability plan. Effective October 1, 1983, part-time CSRs may elect to be covered for \$10,000 of life insurance coverage. Effective October 1, 1989, CSRs-PT may elect to participate in the Health Benefit Plan with individual coverage only. If a CSR-PT elects family coverage, he or she will pay the difference between the individual rate and the family rate. Any part-time CSR who becomes a permanent full-time CSR will become eligible for family health care benefits the first of the month coinciding with or following employment as a full-time employee. Effective July 1, 1998, Customer Service Representatives - Part-Time shall only contribute one-half of the health benefit amounts contributed by Customer Service Representatives - Full-Time.

Part-time CSRs will become members of the Company's Wellness Program effective July 1, 1998.

"Service" for a CSR-PT and a PT will be continuous from the date of the employee's date of employment. "Seniority" for a CSR-PT and a PT shall commence from the date a CSR-PT or a PT is awarded a full-time position under either of the Full-time Agreements and shall accrue only while such employee is in any full-time position except as follows:

Seniority of all CSR-PTs shall accrue at the rate of one (1) day for each two (2) days of employment as a CSR-PT retroactive to the date of their entering or re-entering the CSR-PT classification including those who left the classification prior to July 1, 1994. Seniority for CSR-PTs who were incumbents at July 1, 1983, and have not left the classification, shall continue to accrue on the basis in effect on June 30, 1994; however, if such incumbents are assigned to a full-time position and, thereafter, are reassigned to the CSR-PT classification (other than an exercise of the incumbent's return rights), seniority shall accrue, thereafter, at the rate set forth in the immediately preceding sentence.

Seniority of all CSR-PTs accrued to July 1, 1983 shall be recognized.

New service work and front lobby customer contact, including cashier duties, will be performed by full-time and/or part-time CSRs.

Except as may otherwise be provided herein and in the said TOC "Full-time Agreement", the part-time CSRs will have all the rights and obligations of other employees covered by said TOC "Full-Time" Agreement except that paragraphs M-1 of Article IV of said TOC "Full-time" Agreement shall apply only to the Service of said Part-time CSRs and further except that paragraphs L and M-2 of said Article IV shall be inapplicable to said part-time CSRs.

CSR Part-time employees ("CSR-PTs") and part-time employees ("PTs") in the Local 320 Part-time Agreement ("Part-time Agreement") shall have full bidding rights on all job postings in the Local 320 T&D and TOC Full-time Agreements ("Full-time Agreements") after the full-time bid list has been exhausted. Part-time employees in the Local 320 Part-time Agreement shall have full bidding rights on all job postings in the Local 320 Part-time Agreement after the full-time bid list has been exhausted. Employees in the job classifications of Head Cleaning Worker (138.6) and/or Cleaning Worker (139.1) have no such bidding rights except as provided in Item 40 B of the 1989 Memorandum of Agreement. Seniority shall prevail, and where seniority is equal, service shall prevail. (See 1985-M*33)

Effective October 1, 1983, Group Life Insurance coverage of \$10,000 will be offered to the CSR-PTs and the PTs. This coverage will also be offered to the CSR-PTs regardless of the number of hours worked. Contribution for such coverage will be at the rate of 15¢ per \$1,000 of coverage. No AD&D coverage will be provided, and no coverage into retirement will be provided.

Part-time CSR employees, the majority of whose regular scheduled basic workday hours in any workday occur within the period from 4:00 PM to 8:00 AM, shall be paid a night differential of \$1.20 per hour effective May 1, 2003, effective May 1, 2004, \$1.25 per hour and, effective May 1, 2005, \$1.30 per hour, effective May 1, 2006, \$1.40 per hour and effective May 1, 2007, \$1.50 per hour for the total basic hours worked. However, when the basic hours worked in any workday are less than the majority of total hours worked then the night differential shall be paid only for those basic hours worked within the period from 4:00 PM to 8:00 AM. The night differential shall not be paid for any work performed for which overtime is paid.

Part-time CSR employees scheduled for work on Saturday or Sunday between the hours of 8:00 AM and 4:00 PM will be paid at an hourly premium of \$1.20 effective May 1, 2003, effective May 1, 2004, such hourly premium will be increased to \$1.25, effective May 1, 2005, such hourly premium will be

increased of \$1.30, effective May 1, 2006, such hourly premium will be increased to \$1.40 and effective May 1, 2007, such hourly premium will be increased to \$1.50, provided, however, such premium shall not be paid for any work performed for which overtime is paid. (See Exhibit *125 and 1969-M7)

Exhibit 55 (Reserved)

+ Exhibit 56

March 27, 1979

(Amended 7/1/87)

Re: Response to Grievances 76-20
77-16, 77-19, 78-17, 78-18,
78-21, 78-30 - Third Step

New Meter Set

The work associated with establishing a new service including inspection of appliance installations, care for leaks and stoppages, adjustment of appliances and inspection and adjustment of gas regulators, shall be performed by Commercial Representatives. A gas crew may connect the new service piping to the customer piping and set the gas meter.

Overtime

Relighting is to be performed on an overtime basis by gas crews in accordance with these general guidelines. Notwithstanding the Company's right to uniformly make assignments on an overtime and regular time basis, gas crews will be assigned to relight on an overtime basis when repairing leaks, responding to emergencies, and relighting at the completion of an assignment on an extended workday. Gas crews will not be assigned to relight appliances on an overtime basis when the work has been scheduled with the knowledge that gas service will be interrupted. Commercial Representatives perform these scheduled overtime relights.

General

Bearing in mind that the relight assignment to a gas crew is intended to be incidental to their normal construction, repair and maintenance work, there is no restriction on number of services which may be relighted. Assignments to relight construction and maintenance jobs should be made with the purpose of scheduling and utilizing all employees in an effective manner.

Relocating Gas Meters

The relocation of the meter and associated piping, including tying into the customer piping, can be performed by either craft, separately or jointly, subject to limiting members of a gas crew to installing and tying in 10 feet or less of filler pipe between the new meter and the customer piping. Relighting will not be performed by members of a gas crew.

Changing a Gas Meter in Accordance with the PSC Time Test Program

Commercial Representatives shall be responsible for changing small meters associated with the PSC time test program. A crew consisting of at least a Gas Mechanic and a Commercial Representative may work jointly to change a large meter.

Interruption by Others

When service is interrupted by a third party excavator, relighting will not be performed by gas crews. When the interruption is caused by the gas crew in response to damage by a third party excavator, the management reserves the right to assign Gas Mechanics the responsibility for relighting.

Exhibit 57 (Reserved)

+ Exhibit 58

Re: Response to Grievance 1976-88 Third Step

I understand your arguments and more importantly the fear, or perhaps suspicion, on the part of the Meter Testers that we are reaching out to reduce the Tester work. First, let me tell you, categorically, that we have no intention of having anyone but Meter Testers perform mandated Public Service Commission tests (i.e. rotating standards). We do not believe that the "black box" is a "testing" device as we are familiar with that term. This is merely a tool for helping the Commercial Representative resolve customer complaints and is used to indicate to the customer or the Commercial Representative 1st Class and above that there are no fundamental problems with the service; and the use of such a tool falls within the Commercial Representatives 1st Class and above job specification. We find no violation of the Working Agreement but we will take a good, hard look at the organizational function of those various activities to see if we can serve the customer more effectively and economically than we are currently doing.

+ Exhibit 59

Amended July 1, 1987

Re: 2nd Step Answer Grievance 1978-33

Job Specification Number 207.4 - Commercial Representative - Meter Reader includes under duties "...to turn electric and gas meters off and turn electric meters on..." However, after a further investigation of the facts of the case and after a discussion at the second step, the Company has determined that it will not assign Commercial Representative - Meter Readers to unlock A-base type network meters.

+ Exhibit 60

July 1, 1979

Re: Resolution Grievances 1974-27 and 1975-1

The Company and the Union agree to the March 27, 1979 Report (on so-called "relights") attached hereto. The work of inspection of buildings of public assembly shall be within the scope of both the Commercial Representative 2/C or higher and the Gas Mechanic 1/C or higher.

+ Exhibit 61

December 17, 1962

Re: Clarification of Meal Provisions

At this year's negotiations, Local 320 asked for a clarification of meal provisions, especially as applied to extended day work.

For example, when employees are required to work an extended day at Danskammer, on a job requiring continuous coverage, it is the practice to stagger meal periods. In applying the section which provides for a meal two hours after quitting time and an additional meal for each five hours worked thereafter, employees who are asked to eat early may be entitled to a second meal before they leave for home under the "five-hour" rule, while those eating later may not. This apparent inequity comes about by applying the existing interpretation that time for determining eligibility for a second meal starts after the completion of the first meal.

The Company recognized an inequity and was willing to apply uniform treatment in such cases by agreeing to a "seven-hour" rule which merely combines the two and five hour provisions. In agreeing to this rule, however, it was the understanding of Company representatives that time to eat the first meal would not be considered as time "worked" and would not be a part of the seven hours.

It was quite apparent that there were misunderstandings as to what was agreed to. The Company representatives thought the settlement was based on time "worked", whereas the Union members thought the agreement to mean an elapsed seven hour period starting from the normal quitting time. In defense of their position, the Union referred to examples quoted by one of their members during negotiations to clarify the Union's understanding.

In recognition of the apparent misunderstanding with respect to meals to which an employee may be entitled when required to work an extended day, the Company shall arrange to provide meals for such extended days with the following understandings:

1. Overtime meals will be furnished or paid for the first elapsed seven hours of an extended day.

For example: If an employee whose normal quitting time is 4:30 p.m. continues on an extended day basis for seven hours until 11:30 p.m., he becomes eligible for a second meal at 11:30 p.m. In other words, time to eat the first meal will be treated as working time only for calculating the seven hours.

2. Such meals will apply only to extended day overtime assignments at the end of a regular workday as set forth in the first paragraph of Article V, Paragraph H, of the Local 320 Contract, effective July 1, 1962.

3. In agreeing to the foregoing, the Company is not conceding that time to eat a meal or travel time is time "worked" for the purpose of interpreting other provisions of the Working Agreement.

+ Exhibit 62

September 25, 1978
(Amended 6/1/83)

Grievance 1978-32

During the regular workweek the District Storerooms are normally manned by a Field Clerk/Storekeeper or in his/her absence due to vacation or sickness, by a classified employee of a suitable classification. When the assigned Field Clerk/Storekeeper or his/her replacement is required to leave the property and the storeroom is locked, it shall be opened by supervising personnel only for emergency purposes.

Exhibit 63 (Reserved)

+ Exhibit 64

May 13, 1982

Grievances 81-03, 81-29, 81-31

The following is in settlement of Grievances 81-03, 81-29, and 81-31, and shall continue during the term of the current Working Agreement:

The Company will continue its commitment to the Union that normally manned storerooms will be staffed by an employee of at least Pay Group 18 (or as may be provided in Item 1957-20 of the Memorandums of Agreement to Current Working Agreement), which employee will continue to be the responsible person for receiving and issuing material. However, CRT input will continue to be performed by an employee of a lower classification, including but not limited to the Equipment Operator-Special, who will be trained in the operation of the CRT.

Effective June 1, 1982, the Stock Handler classification will be increased to Pay Group 16, and effective as of said date, the job specification of Stock Handler is hereby amended as set forth in Exhibit A attached hereto and made a part of this settlement.

The Company will provide the opportunity for training for the Stock Handler classification to qualify for a N.Y.S. Motor Vehicle 1st Class Chauffeur's License required to operate and drive a tractor trailer with a fifth wheel. The incumbent Stock Handlers will continue at Pay Group 15 until they so qualify and

will be given the opportunity to so qualify on or before December 1, 1982 but not thereafter. In the event the incumbent Stock Handlers are unable to qualify on or before December 1, 1982, such Stock Handlers will be permitted to continue in the job classification of Stock Handler but at Pay Group 15.

Any employee of a higher classification may be assigned to perform the work of a lower classification if the employee is qualified to perform such work.

+ Exhibit 65

January 31, 1980

Grievance 1977-45

Any employee who is required to take an eye examination for the renewal of a driver's license will be allowed to do so, however, such time will be paid for under "personal business" provisions of Article VIII I-6 of the Working Agreement.

An employee whose job specification requires a Chauffeur's License (or equivalent), may request supervisory approval to renew the license on Company time in those instances where the hours of business of the Motor Vehicle Bureau Renewal Office do not allow the employee to obtain a license renewal outside of normal work hours. The Supervisor will grant approval to the employee to renew the licenses referred to in this paragraph on Company time, if the employee has given the Supervisor adequate notice preferably 10 working days; and if in the opinion of the Supervisor, the employee's absence will not adversely affect the completion of work assignments or require excessive travel.

+ Exhibit 66

May 6, 1982

Grievance 1982-04

The Company reaffirms that an unclassified supervisor will accompany the appropriate Bargaining Unit personnel while obtaining materials from the Storeroom at times other than normal working hours. Prior to leaving the Storeroom, the supervisor shall leave for the Storeroom personnel an itemized list of the material acquired (which shall be signed by the supervisor) and thereafter, the supervisor shall cause a material requisition to be submitted to the Storeroom personnel.

Exhibit 67 (Reserved)

+ Exhibit 68July 1, 1985(Amended July 1, 1987)(Amended May 1, 2003)Line Clearance Job Area Reporting Program

In response to your request for automatic progression and in an attempt to make our trimming crews more competitive with contractors, the following is proposed:

The Company shall have the right to assign Line Clearance personnel to their assigned headquarters or to any given job area within a radius of 25 miles of the employee's assigned headquarters. Those assigned Line Clearance personnel will report to that area at the normal starting time and be dismissed from that area at the normal quitting time. The work assignments of line clearance employees will include trimming work and other incidental work. Personnel assigned to report to job areas in excess of the 25-mile radius in accordance with the preceding sentence shall be subject to the provisions of Article V G. In consideration of the fact that Line Clearance personnel would be required to report to a specific but varying job area, designated by the Company, the Company will grant automatic progression over an 18-month period from Line Clearance Man/Woman 2/C to 1/C. Existing Line Clearance Men/Women 2/C with more than 18 months in grade will be examined without delay for promotion and assignment at their existing headquarters. All other rules of automatic progression shall apply to employees covered under this proposal.

Additionally, when required to report to a job area within the 25 mile radius other than the employee's assigned headquarters, the employee will be reimbursed for travel costs related to any additional tolls and any additional mileage from the employee's home to the designated job area in excess of the mileage from his or her home to the assigned headquarters. Reimbursement will be based on the road miles driven and paid in accordance with the mileage rate established in Article V P of the Labor Agreement.

The Company shall continue to assign a Chief Line Clearance Man/Woman whenever four or more employees are brought together as a crew to do trimming.

The Company shall post for one additional Chief Line Clearance Man/Woman with no increase in complement. In addition, the Company agrees to increase the rate of pay for Chief

Line Clearance Men/Women from 19.0 to 19.1 and the rate of pay for Line Clearance Men/Women 1/C from 17.0 to 17.1.

These proposals are made with the understanding that the Company is not committed to maintaining any established complement of Chief Line Clearance Men/Women, Line Clearance Men/Women 1/C or Line Clearance Men/Women 2/C in the future. However, Management agrees to maintain a complement of no less than three Chiefs so long as personnel are assigned to report to areas other than their assigned headquarters.

Line Clearance personnel for the purposes of this Line Clearance Job Area Reporting Program shall be defined as those employees in the job classifications of Chief Line Clearance Man/Woman - 106.0; Line Clearance Man/Woman 1/C - 106.1; and Line Clearance Man/Woman 2/C - 106.2. Job specifications for these classifications are attached hereto.

This Program, known as the Line Clearance Job Area Reporting Program, shall remain in effect during the term of this Working Agreement. If mutually agreed to by both parties at the expiration of this Working Agreement, the Program shall be made permanent. If either party does not agree to continue the Program, the Program will be cancelled as of the expiration of this Working Agreement, however, all employees who have received the benefit of an upgrade as a result of the Program shall remain in the positions and pay groups in which they have been placed. Following such cancellation, all future employees who may enter the classification of Chief or Line Clearance Man/Woman 1/C or 2/C shall enter the classification in accordance with job specifications and associated pay groups in effect on June 30, 1985, and the automatic progression provision from 2/C to 1/C shall be eliminated.

Management shall insure that all employees receive timely delivery of all pertinent notices and communications including job postings, paychecks, newsletters, credit union transactions, time sheets, crew logs, vehicle cards, etc.

Whenever reporting areas are changed, Management shall be responsible for arranging the relocation of the equipment.

Headquarters shall be established in accordance with Article IV J with a concurrent posting at the time the vacancy is initially posted.

This agreement shall be attached as an Exhibit in the Labor Agreement in accordance with Article XI B.

* Exhibit 69

July 1, 1985

(Amended July 1, 1987)

(Amended July 1, 1991)

Clerical Series Reorganization

1. Three new classifications of Clerical Assistant 3/C (406.3), Clerical Assistant 2/C (406.2) and Clerical Assistant 1/C (406.1) shall be established in the Automatic Progression Series and the rules of the Automatic Progression shall apply. The respective job specifications are attached hereto.

2. The classification of Junior Clerk (402.6) shall be maintained. This shall be a starting clerical or office job at a fixed rate as set forth in the Labor Agreement. Assignment to various departments may be made without job posting or examination. At no time, however, will the number of Junior Clerks exceed 10% of the aggregate number of all Clerical Assistants 1/C, 2/C and 3/C. Any employee hired to the Junior Clerk classification shall remain at the Fixed Rate for a maximum of six months and thereupon shall receive an automatic increase of \$1.00 per hour and an automatic increase to Pay Group 6 after 12 months in the position.

3. The classification of Clerical Assistant 3/C shall on and after July 1, 1987, provide for progression to the classification of Clerical Assistant 2/C after a maximum time in grade of 30 months. The progression shall be based on passing a jointly administered standardized examination related to general clerical skills. The classification of Clerical Assistant 2/C shall provide for progression to the classification of Clerical Assistant 1/C after a maximum time in grade of 36 months. The progression shall be based on passing a jointly administered job knowledge examination related to general clerical skills.

4. When the Company posts a vacancy in such Clerical Assistant Series, the successful applicant shall be selected through the use of a jointly administered standardized examination related to general clerical skills.

5. The classification of Clerical Assistant 1/C shall be in Pay Group 11.0, the classification of Clerical Assistant 2/C shall be in Pay Group 9, and the classification of Clerical Assistant 3/C shall be in Pay Group 7. Those Clerical Assistants 1/C who have been in the top pay step for such classification for a continuous period of 30 months (including any period of time immediately prior to July 1, 1985, when they were classified as

Clerk B or Stenographer B in the top pay step) shall be placed in Pay Group 12.

6. Incumbents in the existing classifications of Special Assistant, Nos. 403.1, 403.2, 403.4 and 403.5 and Senior Assistant Nos. 403.7, 403.8, 403.9, 404.0 and 404.1 and Clerk A No. 402.2, Clerk B No. 402.3, Stenographer A No. 303.4, Stenographer B No. 303.5 and Receptionist No. 158.1, shall be grandfathered in their pay groups at June 30, 1985, receive all future general wage increases and be reclassified as and perform the duties of Clerical Assistant 1/C. Incumbents in the classifications of Clerk B and Stenographer B who, on July 1, 1985, have been in the top pay step for such classification for a continuous period of 60 months shall be placed in Pay Group 11.1. The above numbered classifications shall be eliminated and removed from the job specification book. Classifications Control Center Clerk No. 157.6 and Tab Machine Operators 1/C, 2/C and 3/C Nos. 316.6, 316.7 and 316.8, respectively, shall also be eliminated and removed from the job specification book. The classifications of Clerk C, Clerk D, Stenographer-Trainee, Print and Photostat Clerk A, Print and Photostat Clerk B shall be eliminated and removed from the job specification book.

The incumbent in the existing classification of Special Assistant (403.3) shall be grandfathered in his current pay group and receive all future general wage increases. The Special Assistant job specification (403.3) shall be amended by changing the title to "Clerical Specialist" and the Pay Group from "21" to "18". Such job specification as amended is attached hereto.

7. Incumbent C Clerks and Stenographer Trainees with sufficient time in grade (36 months) at July 1, 1985 will be offered the opportunity for promotion to Clerical Assistant 2/C, Pay Group 9, through a jointly administered standardized examination relating to general clerical skills. The incumbent C Clerks and Stenographer-Trainees without maximum time in grade will remain at their present Pay Group (8), will be reclassified as Clerical Assistant 3/C and given credit for the time already spent in the classification for the purpose of calculation of the 30 months, beginning July 1, 1987 maximum time in grade period. These incumbents will be offered the opportunity for promotion to the Clerical Assistant 2/C, Pay Group 9, within the maximum time in grade of 36 months through a jointly administered standardized examination relating to general clerical skills.

Incumbent Clerk Cs and Stenographer-Trainees at July 1, 1985 who are reclassified as Clerical Assistant 3/C shall be given two opportunities to qualify for 2/C. If the incumbent fails the initial examination, he/she shall be given a second and final opportunity to qualify within 6 months from the date of the first examination. If the incumbent fails the second and final opportunity to qualify for Clerical Assistant 2/C, he/she shall remain a Clerical Assistant 3/C (not in automatic progression) in Pay Group 8.

8. Incumbent Junior Clerks will advance to Pay Group 6 after a maximum time in grade of 6 months in accordance with the provisions of this current job specification.

Incumbent Clerk Cs and Stenographer-Trainees, July 1, 1985, who (under paragraph 7 above) qualify as Clerical Assistants 2/C shall be given three opportunities to qualify for 1/C. If the incumbent fails the initial examination, he/she shall be given a second opportunity to qualify within 6 months from the date of the first examination. If the incumbent fails the second opportunity to qualify for 1/C, he/she shall be given a third and final opportunity to qualify within 6 months from the date of the second examination. If the incumbent fails the third and final opportunity to qualify for Clerical Assistant 1/C, he/she shall remain a Clerical Assistant 2/C (not in automatic progression) in Pay Group 9.

9. Incumbents in the classifications of Clerk C and Stenographer-Trainees at July 1, 1985 electing not to enter such Clerical Assistant Series pursuant to paragraph 7 above by October 1, 1985, shall be placed in the classification of Clerical Assistant 2/C in Pay Group 8 not in automatic progression.

10. Those incumbents at July 1, 1985 reclassified into the new classifications covered by this proposal will not be required to rove under the provisions of Automatic Progression (Article IV N 3). However, any person who enters this program after June 30, 1985, shall be required to rove through 2/C in accordance with the provisions of Automatic Progression (Article IV N 3).

11. Headquarters for these positions shall be established at the time of original posting by posting a concurrent 1/C posting.

+ Exhibit 70**July 1, 1983****(Amended July 1, 1987)**

**Agreement to Establish the
Classification of Chief Gas
Mechanic Welder - Pay Group 21.1**

As provided for in Article VII of the Working Agreement, the Company and Local 320 agree to establish the classification of Chief Gas Mechanic Welder, Pay Group 21.1 in accordance with the following and the attached Job Specification.

Any Chief Gas Mechanic (Job Classification 125.0) may apply for the classification of Chief Gas Mechanic Welder. The employee shall make application by notifying the Supervisor in writing that the employee wishes to qualify for the position of Chief Gas Mechanic Welder. The qualification examination for such classification will be scheduled within 90 days from the time of notification. If the applicant is unable to successfully demonstrate the ability to meet the requirements of a Gas Mechanic Welder 1/C, the applicant will be given an opportunity to take a second qualifying examination within 90 days of the first examination. An applicant who fails the second examination will be ineligible to apply for the classification of Chief Gas Mechanic Welder in the future.

The Company will not provide training or training time that may be required by the applicant to meet the qualifications for Chief Gas Mechanic Welder. The Company will, however, provide applicants the time and material necessary to take the welding and other qualifying examination.

The contractual agreements for the selection of qualified candidates for promotion to the classification of Chief Gas Mechanic shall not be modified by this agreement.

Qualified Gas Mechanic Welders 1/C who in the future qualify and are promoted to the classification of Chief Gas Mechanics, and who maintain their qualification as Gas Mechanic Welders 1/C, will, upon written request to the supervisor, be promoted to the classification of Chief Gas Mechanic Welder.

Except for welding to complete a service, a blow off or purging installation, including welding the street fitting to the main, welding a stopper fitting on a small diameter main (being 2 inches or less in diameter) and other incidental welding, the Chief Gas Mechanic Welder will not be expected to perform the duties of

a Chief Gas Mechanic during a work operation when assigned to weld.

When the Chief Gas Mechanic Welder is performing other than incidental welding assignments as stated above and it is necessary to upgrade a member of the crew to Chief Gas Mechanic, the upgrade shall be made in accordance with Exhibit 7 or Article V of the Working Agreement whichever is applicable.

Any Chief Gas Mechanic Welder, who fails at any time to maintain the qualifications required of Gas Mechanic Welder 1/C will be returned to the classification of Chief Gas Mechanic, Pay Group 21.0.

For the purposes of transfer, under Article IX, of the Working Agreement, the Chief Gas Mechanic Welder will be considered as a Chief Gas Mechanic and such transfer shall be made on the basis of seniority only.

+ Exhibit 71

Grievance 84-12

**Company's Third Step
Answer to Grievance 84-12**

The Company reaffirms its second step answer.

For purposes of administration of Article V C, specifically as it relates to determining whether an employee has worked for one or more consecutive hours and is entitled to upgrading, the Company reaffirms its practice of accumulating the time worked in a higher classification immediately prior to and immediately after an established lunch period.

E
X
H

+ Exhibit 72

Grievance 61-05

**Re: Company's Reply to Step B of Grievance
Dated August 24, 1961, with Respect to
Upgrading an Electrician 1/C to
Working Foreman/Forewoman**

The following is the result of a discussion held on December 7, 1961, at Eltings Corners between Messrs. Maher, Mahoney and Fenn for Local 320 and Messrs. Rasmussen, Parker, Pultz and VanBramer for the Company.

In view of additional information developed at the meeting regarding the activities and responsibilities of Frederickson during the two days in question, the Company will arrange to pay him the Working Foreman/Forewoman's rate for August 17 and 18.

Both parties reaffirmed the right of the Company to make specific job assignments to individuals or crews regardless of job location without the need for upgrading so long as each individual or crew is working independently of the other, and the assignments are such that there is no need for job coordination or direction of combined crews.

When upgrading is necessary to comply with the terms of the agreement, it will be done with the knowledge and consent of supervision.

+ Exhibit 73

See Grievance 61-01
(Amended 7/1/85)

Step B

The Company and the Union agree that the grievance of a certain Electrician 1/C is withdrawn with the understanding that the Company will arrange to pay such grievant for the two hours' cancellation time on Sunday, February 5, 1961, at the applicable overtime rate and with the further understanding that in future cases where there is a duplication of overtime and/or other premium benefits resulting from such cancellation, the Company will pay the higher of the two benefits, but not both.

+ Exhibit 74

Grievance 71-06

Second Step

In resolution of Grievances 71-6, 71-13 and 71-14, the Company and the Union agree that if in the opinion of the Company there is a need to fill a vacant Service Workers' shift or part of a shift and after the Service Worker A and B at that work headquarters are exhausted, the opportunity to fill such shift or part of such shift will be given to Working Foremen/Forewomen 2/C or Linemen/Linewomen 1/C or Linemen/Linewomen 2/C at that work headquarters in accordance with provisions of Exhibit 17 of the "Side Bar Agreements".

+ Exhibit 75

Grievance 83-17

Second Step Answer
Grievance 83-17

An employee who is called out to work shall be paid a minimum of three hours at the applicable rate. Supervisors may release employees who are called out prior to the expiration of the three-hour guaranteed work period after they have performed the necessary emergency work.

However, employees who are released remain on Company time until the expiration of the three-hour period and may be directed during this three-hour period by subsequent callouts to further necessary emergency work. An employee who receives a subsequent call during the minimum period of three hours' time of the original call shall be paid at the applicable rate for the time elapsed from the beginning of the first call to the end of the second call or the end of the original minimum period, whichever is greater.

Due to a possible misunderstanding on the grievant's part as to his obligation to remain available for the minimum three-hour period after being released from the initial callout, the Company will, without precedent or prejudice, agree to pay the grievant, Frederick Harjes, for two hours at the prevailing rate.

The two hours represents a payment for a period of time from when the grievant accepted the original callout to the time he declined the subsequent callout, which was within the minimum three-hour period.

*** Exhibit 76**

Item 19 of 1983 Negotiations
(Amended July 1, 1987)
(Amended July 1, 1994)

Accounting Group Reorganization

7. Vacancies or new positions in classifications covered by the Accounting Group Reorganization effected in Item 19 of the 1983 Memorandum of Agreement shall be posted in accordance with IV N2 of the Working Agreement by posting a concurrent First Class posting and such posting shall indicate the initial divisional assignment within the Finance and Accounting Group and the headquarters in which such vacancy exists. Requests for lateral

transfers in response to such postings will be accepted in accordance with Article IV N2 of the Working Agreement. Those employees in classifications covered by said Reorganization may be transferred by the Company to work in any area of Finance and Accounting for which they are qualified.

8. The Junior Clerk below Pay Group 6 shall continue to be used in the Accounting area for scheduled and unscheduled absences and temporary peak work periods. When a Junior Clerk below Pay Group 6 is performing work of a higher classification in the Accounting Clerk series to meet a temporary peak work period, he/she will be upgraded to the third step of Pay Group 6. When a Junior Clerk in Pay Group 6 is performing work of a higher classification in the Accounting Clerk series to meet a temporary peak work period, he/she will be upgraded to the fourth step of Pay Group 8. No upgrading will take place when a Junior Clerk is performing work of a higher classification in the Accounting Clerk series due to a scheduled or unscheduled absence.

9. (Reserved)

10. All the job classifications covered by this agreement shall be top two steps only with the exception of Accounting Clerk - Third Class and an outside hire for the classification of Accounting Specialist - Third Class.

11. Cost Distribution Charts shall be developed by Accounting Specialists. Work Order Cost Distribution shall be performed by Accounting Clerks - Second Class or higher when such work is performed through the utilization of cost distribution charts or work order estimates. When such trial costs must be developed using methods other than the cost distribution chart or work order estimate, this work will be performed by Accounting Technicians or higher.

12. The educational qualifications stated in the job specification of an Accounting Specialist 3/C (405.7) are:

An Associates Degree in Accounting from an accredited College or University, or two years of advanced education beyond high school with a minimum of 14 credit hours in Accounting.

The Company and Union agree that 48 credit hours shall satisfy the requirement of two years of advanced education beyond high school. Other two-year courses of study or degrees shall be subject to joint review and approval.

The parties further agree that Accounting-related courses may be used to satisfy the 14 credit hours in Accounting provided, however, the applicant has at least Principles of Accounting I and II.

Examples of Accounting-related courses that will be eligible are: Income Taxes, Statistics, Business Calculus, Business Math, Financial Management, Financial Planning, Economics and Investment Analysis. It is recognized by the parties to this agreement that course titles may differ at different educational institutions and that content shall be the deciding factor. Other courses may be considered eligible if mutually agreeable to the parties.

*** Exhibit 77**
Complaint 78D

Third Step Answer
Complaint 78-D

It was agreed that the scheduled afternoon breaks for keypunch operators would be reinstituted; rather than the unscheduled break, under the following conditions:

1. Scheduled break only to be taken when keypunch operators are performing key punch work.
2. Length of scheduled break not to exceed 10 minutes.
3. No more than two keypunch operators to be absent at same time on scheduled break.
4. Abuse of privileges could cause discontinuation of practice.
5. Privilege not to be extended to other positions which are not currently receiving scheduled breaks.

E
X
H

*** Exhibit 78**
(Amended 5/1/2003)

Grievance 81-111

Company Third Step Response
Grievance 81-111, Local 320

Roof repairs to offices, buildings, and other properties have historically been performed by employees in the TOC and T&D Bargaining Units.

To the degree practicable, training in such work will be provided to TOC maintenance personnel to increase their levels of effectiveness.

It should be understood, however, that the Company must continue to make future assignments, giving consideration to the capabilities of the employees, the existing job specifications, and local Union jurisdiction.

Exhibit 79 (Reserved)

* Exhibit 80
(Amended 5/1/2003)

Grievance 85-111

Third Step Settlement
Grievance 85-111

The Company, without prejudice to its position under any provision of its agreement with Local 320, will agree that the existing employee classified through Article IX E as Chauffeur-Mechanic, No. 132.8, shall not be considered to be a special schedule employee, (pursuant to Article III B of said agreement). Any future employee classified as Chauffeur-Mechanic, No. 132.8, may be assigned to work a Monday through Friday or a Tuesday through Saturday schedule with the hours of work fixed between 7:30 a.m. and 5:00 p.m., except for the purpose of chauffeuring when such employee will be considered special schedule.

Exhibit 81 (Reserved)

6. SCHEDULE OF BENEFITS-EFFECTIVE MAY 1, 2003 DISABILITY BENEFIT PLAN CENTRAL HUDSON GAS & ELECTRIC CORPORATION

A Class or Classes of Employees	B Weekly Benefits	C Maximum Duration For Each Period of 52 Weeks	D Waiting Period Calendar Days Accident & Sickness
I Employees eligible under the Disability Benefits Law and with less than six months of employment	Statutory	26 weeks	7
II Employees with six or more months of employment			
(a) Group B All employees under working agreement with International Brotherhood Workers Local 320 T&D Agreement	100% of normal pay 50% of normal weekly pay Max: \$170.00 Min: Note (A)	First 2 weeks Next 24 weeks	0 0
(b) Group A All employees under working agreements with International Brotherhood of Electrical Workers Local 320 TOC Agreement and all Unclassified and supervisory employees	100% of normal pay 50% of normal weekly pay Max: \$170.00 Min: Note (A)	First 4 weeks Next 22 weeks	0 0
III Post-Employment Period Ex-employees who meet statutory requirements regarding unemployment who become disabled within 4 weeks of termination	Statutory	26 weeks	7
Note (A) Minimum Weekly Benefits	Normal Weekly Pay At Least But Less Than	Statutory	
(i)	\$340.00	\$170.00	
(ii)	44.00	50% of average weekly wage	
(iii)	40.00	\$22.00	
(iv)	20.00	\$20.00	
(v)	— 20.00	Average weekly wage	

Employees who are absent for five or more days because of a disability shall be required to submit a notice and proof of claim for disability benefit which shall include a statement of disability by the employee's attending physician, podiatrist, chiropractor or dentist, said claim to be signed by both employee and physician, podiatrist, chiropractor or dentist, or a certificate of an "accredited practitioner" pursuant to the provisions of subdivision 1 of section 217 of the Workmen's Compensation Law of New York, said certificate to be signed by both employee and "accredited practitioner".

The Company reserves the right to have any employee who has been absent for five or more days examined by a Company physician.

*** Exhibit 83****(Amended July 1, 1991)****Grievances 87-118, 119 and 120**

The Company will continue its commitment to the Union to ensure that Clerical Assistants will not be assigned to perform those promotional sales duties which are the work of CSRs.

In the future the assignment of Clerical Assistants, when performing those duties in the Marketing Division which are the subject of these grievances, will be limited to receiving and recording customer telephone and mail inquiries which are made in response to specific programs or promotions.

Information provided to the customer by such Clerical Assistants will be limited to prepared information generally available to all customers and not customer account specific information.

This settlement is limited to the South Road headquarters only and is without prejudice to any other matter between the Company and Union and is not intended to limit Clerical Assistants from performing any duties which are within their job specification.

If it is necessary to call back a customer in response to a message left on the answering machine, such call backs may be made by the Clerical Assistant as limited by the above agreement or referred to a CSR.

This agreement does not exclude the posting of a Customer Service Representative position in the Marketing Division in the future to perform these duties.

*** Exhibit 84****(Amended July 1, 1991)****Grievance 88-111**

The Company, in settlement of the above mentioned grievance, agrees, with respect to the Company's need for interim staffing precedent to arrival of employees called out under Item 87-50 of the Labor Agreement, as follows:

1. No employee ("Assigned Employee") will be assigned to answer customer calls during such interim staffing period until the Company has commenced to call out, pursuant to Item 87-50 of the Labor Agreement, the number of employees required by the Company ("Called Employees").

2. The number of Assigned Employees will not exceed the number of Called Employees.
3. The Company will give preference to bargaining unit employees on the premises as Assigned Employees where practicable.
4. Each Assigned Employee will be released from such interim staffing assignment when and as a Called Employee arrives and commences work.
5. Assigned Employees will be subject to the provisions of Article V C of the Labor Agreement.
6. Reserved

Exhibit 85 (Reserved)

* Exhibit 86

July 1, 1989

(Amended July 1, 1994)

(Amended 5/1/2003)

Expanded Levels of Service Program

Currently, customers have service access between 7:30 a.m. and 4:30 p.m., Monday through Friday. The Company and Local 320 mutually agree to establish a program that will provide extended customer service hours. The program developed to provide this extended access is called the Expanded Levels of Service Program ("Program") as described below.

In order to accomplish this goal the parties agree as follows:

1. A new classification will be created called Customer Service Representative - E.H. (350.0) which will be a special schedule position covered under Article III B of the Labor Agreement. (See attached job specification)
2. The pay grade for the classification of CSR-EH will be 18.0 (top two steps only). The Pay Grades for Customer Service Representatives 1/C (350.1 and 350.5) will be increased to 17.1 (top two steps only) effective 1/1/90.

3. The parties agree that the CSR-EH will not be scheduled outside the hours 7:00 a.m. to 12 midnight, Sunday through Saturday (excluding holidays), and the CSR-EH will be provided with two consecutive days off (except as provided in the following paragraph) and their hours of work will be consecutive.

Schedule rotations shall be limited to not more than once per month. Under current circumstances and conditions, we will schedule employees to work no more than 5 consecutive days spanning the two calendar weeks of rotation during the transition period from one schedule to another. The Company reserves the right to develop any other schedule under the terms of the preceding paragraph if circumstances and conditions change, however, such other schedule shall not be required to provide two consecutive days off for the CSR-EH for such transition periods. When the schedule rotation for such transition periods, specified in the previous two sentences, does not provide at least two consecutive days off, the days off in either of the two weeks in any such transition period shall be the Sunday and the following Saturday. Holidays will be taken pursuant to the third paragraph of Article III E of the Labor Agreement. Schedules will be rotated pursuant to the terms of the Labor Agreement.

4. The complement of Customer Service Representatives - E.H. shall not exceed 50% of the system complement of Customer Service Representative - (1/C, 2/C and 3/C, job specifications 350.1, 350.2 and 350.3) as determined on July 1, 1989 and updated on each January 1 and July 1 thereafter. Written notification to the President and Business Manager of Local Union 320 of such numbers will be provided. Without commitment to permanent staffing, the Company shall initially post for a minimum of 5 such positions, not later than 12/31/89.

5. The new classification of Customer Service Representative - E.H. will be filled through the post and bid procedure. CSRs 1/C, 2/C and 3/C (350.1, 350.2 and 350.3) will be considered first, in that order, to bid for the classification prior to opening the job up to those employees outside the full-time CSR classifications. CSRs Part-Time shall have bidding rights only after the full-time bid list (including Local 320 full-time employees in the T&D and TOC Agreements) has been exhausted pursuant to Exhibit 54. In the event the CSR-E.H. is filled from outside the CSR classification, the job will be posted as a CSR-E.H. with a concurrent 3/C posting which indicates progression will be to the CSR-E.H. classification. The progression will be from CSR 3/C with a maximum time in grade of 12 months to CSR 2/C with a maximum time in grade of 12 months to CSR-E.H. with no change in the existing examination or personal appraisal requirements. CSR-E.H. (all levels of the automatic progression series) will be allowed to bid in accordance with Article IV for openings in CSR positions prior to employees' bids from outside the classification being considered. Employees in progression to the classification of CSR-E.H., including CSR 3/C and CSR 2/C in progression to CSR-E.H., may work the hours stated in paragraph 3 above.
6. Overtime will be assigned in accordance with Exhibit 53 of the Labor Agreement. CSR and CSR-E.H. will be on a common overtime list.
7. (Reserved)
8. If a Customer Service Representative or CSR-E.H. is assigned to an office open to the public between the night time hours of 6:00 p.m. and 12 midnight, or a CSR Part-Time is assigned to an office open to the public between the night time hours of 6:00 p.m. to 6:00 a.m., there will be at least one additional employee (classified or unclassified) assigned to that office during such hours.

9. Customer Service Representatives Part-Time will be covered by the Health Benefit Plan for individual health coverage. In the event such CSR Part-Time wishes to have family coverage, he or she will pay the difference between the individual rate and the family rate.
10. The maximum of four (4) CSRs Part-Time per district contained in Exhibit 54 of the Labor Agreement shall be amended to read 4 CSRs Part-Time in each of the Beacon, Catskill, Kingston and Newburgh Districts and 6 CSRs Part-Time in the Poughkeepsie District. The total number of Part-Time CSRs may be a maximum of 17 or 25% of the total number of Full-Time CSRs (excluding CSRs-E.H. and CSRs in progression to CSR-E.H.) whichever is greater as determined on July 1, 1989 and updated on each July 1 and January 1 thereafter. Written notification to the President and Business Manager of Local 320 of such numbers will be provided.
11. CSR-E.H. and CSR (excluding CSR Part-Time) may exchange work days or daily work schedules within a scheduled work week provided forty-eight hours' written notice is given to their supervisor and provided that such exchange will not result in premium payment, and further provided that a CSR 3/C and a CSR 3/C in progression to CSR-E.H. may only exchange with each other. Employees shall maintain their applicable pay level. Shift differential, if owed, shall be paid to the employee who worked the hours for which such differential would be paid in accordance with Article III N.
12. Attached hereto as Appendix A are changes in the Labor Agreement, including certain Supplemental Agreements, to reflect the foregoing. Any additional changes to the Labor Agreement, including the Supplemental Agreements, needed to reflect the foregoing, will be mutually agreed to.

+ Exhibit 87

December 10, 1990

(Amended January 14, 1993)

(Amended January 1, 1995)

15KV GLOVING PROGRAM

The Company and Local 320 I.B.E.W. have agreed to enter into a program for the purpose of working on energized 15KV conductors with rubber gloves as provided for in Item 10 of Exhibit F of the 1989 Memorandum of Agreement.

1. Gloving on energized 15KV circuits will be performed in accordance with Article V Q of the Labor Agreement. A minimum crew for purposes of gloving on energized 15KV conductors shall consist of one of the following crew complements:

- a. Two Working Foremen/Forewomen 2/C (LES&T) (HV).
- b. One Working Foreman/Forewoman 2/C (LES&T) (HV) and one Lineman/Linewoman 1/C (HV).
- c. One Working Foreman/Forewoman 2/C (LES&T) (HV) and one Service Worker A (HV).

Staffing in excess of the above will be based on the requirements of the job. A crew leader may request additional manpower if he/she gives reasons why the safe performance of the job requires it. Prior to proceeding with the work as planned, the supervisor shall review at the work site the conditions or circumstances which have created the reported unsafe or hazardous condition.

If the supervisor determines that the job does not warrant additional manpower or if an alternative work method and/or equipment can be utilized to remove the hazard, the supervisor will assign the work to the crew leader.

If the crew leader still believes that a safety hazard exists, the work will be performed by that crew either utilizing "hot sticks" or de-energized at the direction of the unclassified Supervisor and such issue will be referred to the 15KV Review Committee as established under Item 8 of this Agreement for discussion and resolution.

There is no restriction on the number of people who may be elevated at any one time regardless of the crew size. When a job assignment involves direct handling of

energized 15KV circuits, one qualified high voltage crew member will remain on the ground (not elevated). If the job involves more than the crew complement listed above, a Lineman/Linewoman 2/C / Service Worker B with at least 18 months' experience as a Lineman/Linewoman 2/C / Service Worker B may be assigned as part of this crew to direct handle energized 15KV circuits.

Other employees assigned to the crew for the purpose of flagging or other work not associated with the direct handling operation may be of classifications lower than that of Lineman/Linewoman 2/C with 18 months of experience.

2. This agreement shall be in effect as of January 1, 1993. Thereafter, this agreement shall be extended and remain in full force and effect, except that either party may terminate this agreement, on or before January 1, 1995, by providing the other party with a written Notice of Termination. Such Notice of Termination shall take effect 30 days after it is served on the other party. Such 30-day Notice of Termination may not be given after December 1, 1994. In the event one of the parties elects to terminate this program, then upon such termination, the pay of Lineman/Linewoman 1/C (101.1) shall revert back to pay group 19.1; the pay of Working Foreman/Forewoman 2/C (LES&T) (130.1) shall revert back to pay group 21.1; and the pay of Service Worker A (109.1) shall revert back to pay group 20.1.

3. All direct handling of energized 15KV overhead distribution conductors and equipment will be performed from an insulated aerial lift device. Basket liners will be available. Insulated booms will continue to be tested on a semi-annual basis. The employee has the option to request additional testing at any time.

4. Each Lineman/Linewoman 1/C (HV), Working Foreman/Forewoman 2/C (LES&T) (HV), Lineman/Linewoman 2/C, Service Worker B and Service Worker A (HV), who has qualified as a Lineman/Linewoman, will be required to participate in the Program, except those employees who were Linemen/Linewomen 1/C, Working Foremen/Forewomen 2/C or Service Workers A prior to July 1, 1965, who previously declined to participate in the Program.

5. A training program will be provided to all future employees prior to participating in the Program. Adequate refresher training will be provided to incumbents on an as-needed basis.

6. Exhibit 17 of the Labor Agreement shall not be modified as a result of this agreement. Any Lineman/Linewoman 1/C (HV), Working Foreman/Forewoman 2/C (LES&T) (HV) or Service Worker A (HV) participating in this gloving program who is called out of turn to direct-handle 15KV energized conductors shall have a skip applied.

7. Direct-handling of 15KV energized circuits shall not be performed in inclement weather or during the hours of darkness. (Emergencies shall not affect this prohibition).

8a. A 15KV Review Committee consisting of not more than four (4) representatives of Management and four (4) representatives of Local 320, consisting of the Union President and three (3) qualified line personnel in the Program, shall meet on a semi-annual basis or more often, if necessary, to discuss any areas of concern that may arise during this Program. Any issue dealing with how a gloving job is to be performed including the staffing under paragraph 1 above, shall not be subject to the grievance procedure but rather be submitted to the Review Committee for discussion and resolution.

b. In the event the Review Committee is unable to resolve any issue which comes before it including staffing under paragraph 1 above, such issue will be referred to the President of the Company, who shall act as an independent arbitrator and decide the issue.

The Review Committee shall present their respective cases/positions at a joint meeting with the President of the Company. In addition to the Review Committee, any other person who has facts including the crew leader, crew members and supervision.

9. The new rates of pay for those employees participating in the Program shall be:

Lineman/Linewoman 1/C (HV)	- \$20.861 per hour
Service Worker A (HV)	- \$21.551 per hour
Working Foreman/Forewoman 2/C (LES&T) (HV)	- \$22.905 per hour

These rates of pay shall become effective on 1/20/91.

10. Employees working on circuits energized at 15KV shall use only Class II (20KV) rubber gloves and standard weight Class II (20KV) rubber sleeves. Rubber gloves will continue to be personalized. The current 60-day testing schedule for rubber gloves, sleeves and blankets will be continued. The employee has the option to request additional testing at any time.

11. Linemen/Linewomen 2/C and/or Service Worker B shall not be upgraded to meet the crew requirements in Item 1 a through c of this agreement.

12. The Company will post for five (5) additional Working Foremen/Forewomen 2/C (LES&T) (HV) to establish a complement of 36. The Company will post for five (5) additional Working Foremen/Forewomen 2/C (LES&T) (HV) assigned to the line department to establish a complement of 41 by 12/1/91. These complements are without a commitment to permanent staffing.

13. The Program shall not be a limitation on the ability of the Company to use the Service Workers A, Linemen/Linewomen 1/C, Working Foremen/Forewomen 2/C (LES&T) or other electric line personnel as set forth in the Labor Agreement.

14. Item 1965 +10 is null and void and the Item is to be removed from the Labor Agreement. Item 1965 +10 reads as follows:

New job classifications with their corresponding pay groups will be established as follows:

Lineman/Linewoman 1/C (HV)	Pay Group 20
Service Worker A (HV)	Pay Group 21
Working Foreman/Forewoman 2/C (HV)	Pay Group 22

The job specifications will be prepared prior to the date the first employee qualifies through the program described above.

It was recognized that the foregoing program will take some time to establish and that not all can be trained at once.

15. Item 1971 +33 is null and void and the Item is to be removed from the Labor Agreement. Item 1971 +33 reads as follows:

The Company will continue the high voltage committee; but meetings will not be held unless there is a substantial change in positions on the part of the Company or the Union.

16. Item 1975 +23 is null and void and the Item is to be removed from the Labor Agreement. Item 1975 +23 reads as follows:

The Company agrees that 15KV rubber gloving will not be introduced during the term of the agreement without a complete discussion and review with and the consent of the Union. (See 1971+33)

17. Item 1989 +19 and Exhibit F of the 1989 Memorandum of Agreement are null and void and the Item is to be removed from the Labor Agreement. Item 1989 +19 reads as follows:

A single phase 15KV Trial Gloving Program will be established as described in Exhibit F hereto.

18. In the event that one party elects to terminate this program under the provisions of Paragraph 2 above, the Items listed under Paragraphs 14, 15 and 16 above shall be reinstated into the Labor Agreement in their entirety.

+ Exhibit 88
7/1/91

3rd Step Grievance Settlement
Grievances 87-21, 87-29, 87-45 and 88-27

In settlement of the above numbered grievances, the parties agree that the term "any headquarters" referred to in Article IV J 4 of the Labor Agreement does not include those temporary headquarters established under Article V G of the Labor Agreement.

3rd Step Grievance Settlement
Grievances 87-58 and 88-16

In settlement of the above numbered grievances, the parties agree that the term "any headquarters" referred to in Article IV J 4 of the Labor Agreement includes any normally staffed headquarters.

+ Exhibit 89
7/1/91

3rd Step Grievance Settlement
to Grievance 87-24

In settlement of grievance 87-24, the parties agree that the mileage reimbursement for a headquarter relocation referred to in Item 17B of the 1979 Memorandum of Agreement shall include tolls incurred utilizing a Thruway route provided the mileage on the Thruway route is less than the mileage on the non-Thruway route. However, if the non-Thruway route is shorter, the employee would be liable for the tolls.

Exhibit 90
7/1/91
(Amended 5/1/2003)

The attached list of covered classifications for mandatory drug testing is included as an Exhibit in the Labor Agreement with the understanding that such list will be changed by the Company as required to comply with applicable laws.

**BARGAINING UNIT CLASSIFICATIONS COVERED BY
FEDERAL REGULATIONS MANDATING DRUG TESTING
INCLUDING RANDOM DRUG TESTING**

I.B.E.W. Local 320, T&D Agreement

<u>Job Title</u>	<u>Job No.</u>
Lineman/Linewoman - First Class	101.1
Lineman/Linewoman - Second Class	101.2
Lineman/Linewoman - Third Class	101.3
Equipment Operator	102.2
Equipment Operator - Dynamite Handler	102.3
Equipment Operator - Special	102.4
Utility Worker	103.2
Utility Worker (Project Trainee)	103.3
Tester - First Class	105.1
Tester - Second Class	105.2
Tester - Third Class	105.3
Chief Line Clearance Man/Woman	106.0
Line Clearance Man/Woman - First Class	106.1
Line Clearance Man/Woman - Second Class	106.2
Communication Technician - First Class	107.1
Communication Technician - Second Class	107.2
Communication Technician - Third Class	107.3
Service Worker A	109.1
Service Worker B	109.2
Chief Tester	110.0
Tester - First Class	110.1
Tester - Second Class	110.2
Tester - Third Class	110.3
Substation Operator - First Class	114.5
Substation Operator - Second Class	114.6
Roving Chief Mechanic - Operator	117.0
Roving Mechanic - Operator - First Class	117.1
Roving Mechanic - Operator - Second Class	117.2
Roving Mechanic - Operator - Third Class	117.3
Plant Helper	118.7
Plant Technician - First Class - Assigned to Roving	120.6
Plant Technician - Second Class Mechanic Operator	120.7
Plant Technician - Third Class Forces	120.8
Chief Gas Production Man/Woman	123.0
Gas Production Man/Woman - First Class	123.1

**E
X
H**

Gas Production Man/Woman - Second Class	123.2
Chief Gas Mechanic - Welder	124.0
Gas Mechanic Welder - First Class	124.2
Gas Mechanic Welder - Second Class	124.3
Gas Mechanic Welder - Third Class	124.4
Chief Gas Mechanic	125.0
Gas Mechanic - First Class	125.1
Gas Mechanic - Second Class	125.2
Gas Mechanic - Third Class	125.3
Chief Gas Meter Repairman/Repairwoman	126.0
Gas Meter Repairman/Repairwoman - First Class	126.1
Gas Meter Repairman/Repairwoman - Second Class	126.2
Gas Meter Repairman/Repairwoman - Third Class	126.3
Construction Maintenance Man/Woman - First Class	128.1
Construction Maintenance Man/Woman - Second Class	128.2
Working Foreman/Forewoman - Second Class, LES&T (Assigned to Line, Electrician and Tester)	130.1
Chief Mechanic	132.0
Mechanic - First Class	132.1
Mechanic - Second Class (Assigned to Rigging Forces)	132.2
Mechanic - Third Class	133.0
Electrician - First Class	133.1
Electrician - Second Class	133.2
Electrician - Third Class	133.3
Stockhandler	140.2
Chief Construction Maintenance Man/Woman	141.8
Order Dispatcher - First Class	154.1
Order Dispatcher - Trainee	154.3
Field Clerk/Storekeeper	156.0
Commercial Specialist	206.0
Commercial Representative - Special	207.0
District Representative	207.1
Commercial Representative - First Class	207.2
Commercial Representative - Second Class	207.3
Commercial Representative - Meter Reader	207.4
Commercial Representative - Junior Meter Reader	207.5
Commercial Representative - Collector	207.6

I.B.E.W. Local 320, TOC Agreement

<u>Job Title</u>	<u>Job No.</u>
Automotive and Hydraulic Mechanic - First Class	132.3
Automotive and Hydraulic Mechanic - Second Class	132.4
Automotive and Hydraulic Mechanic - Third Class	132.5
Chauffeur - Mechanic	132.8
Garage Helper	132.9
Telephone Representative	157.4
Customer Service Representative - E.H.	350.0
<u>Customer Service Representative - E.H. - Bi-Lingual</u>	<u>350.9</u>
Customer Service Representative - First Class	350.1
<u>Customer Service Representative - First Class - Bi-Lingual</u>	<u>350.8</u>
Customer Service Representative - Second Class	350.2
Customer Service Representative - Third Class	350.3
Customer Service Representative - First Class-Part Time	350.5
Customer Service Representative - Second Class-Part Time	350.6
Customer Service Representative - Third Class-Part Time	350.7
Clerical Assistant - First Class	406.1
Clerical Assistant - Second Class (Assigned to System	406.2
Clerical Assistant - Third Class Operations)	406.3

+ Exhibit 91

5/10/90

(Amended July 1, 1991)

(Amended 5/1/2003)

In accordance with Item 29 of the 1989 Memorandum of Agreement and without precedent or prejudice to the position of either party, the parties agree that when it is necessary to fill a vacancy or add to the complement of Service Worker "A", the following procedure will be utilized:

1. The Company will post a notice, as provided for in the Labor Agreement, accepting bids from qualified Linemen/Linewomen 1/C and Working Foremen/Forewomen 2/C LES&T. In the event there are no qualified applicants then,

2. The Company will accept bids for Service Worker B from qualified Linemen/Linewomen 2/C (having at least three (3) months' experience as a Lineman/Linewoman 2/C) as provided for in the Labor Agreement. In the event there are no qualified applicants then,

E
X
H

3. The Company will accept bids for Service Worker B from existing Linemen/Linewomen 2/C and Linemen/Linewomen 3/C, in that order who do not meet the experience qualifications in the Service Worker B job specification. The successful applicant will continue "in progression" and become a Service Worker B when they have the required three (3) months' experience as a Lineman/Linewoman 2/C. In the event there are no qualified applicants and the Company elects to continue to fill the position then,

*4. The Company will post for a temporary Service Worker A in accordance with Item 24 of the 1977 Memorandum of Agreement. In the event there are no qualified applicants and

In order to provide adequate training in line construction work to individuals assigned as Service Worker B (109.2) (or those awaiting assignment to Service Worker B under item 3 above) the parties agree as follows:

5. During the automatic progression of an individual assigned as a Service Worker B (or those awaiting assignment to Service Worker B under item 3 above), the Company may reassign the junior Lineman/Linewoman 1/C (101.1) on a system-wide basis to the classification of Service Worker A (109.1) without examination for a period of time not to exceed one (1) year. At the end of one (1) year, the next junior Lineman/Linewoman 1/C may be reassigned. A Lineman/Linewoman 1/C is subject to a one (1) year mandatory reassignment (not necessarily continuous) to Service Worker A only once during their career as a Lineman/Linewoman 1/C.

*The Company retains the right to post a temporary posting for Service Worker A at any time.

Upon the promotion of the Service Worker B to Service Worker A, the individual who was reassigned from the line forces will be returned to the classification of Lineman/Linewoman 1/C in the headquarters he/she was reassigned from or the headquarters he/she may have subsequently bid to during this reassignment to Service Worker A. All Linemen/Linewomen 1/C will be given the opportunity to accept this temporary reassignment through the post and bid procedure (per item 4 above). However, if there are no successful applicants, the next junior Lineman/Linewoman 1/C will be reassigned.

6. During the last 12 months of automatic progression in the Service Worker B classification, the individual may be assigned to work as a Service Worker B for a maximum of 4 months (not necessarily continuous). For the time prior to these last 12 months, the individual will be assigned to work as a Lineman/Linewoman 2/C.

7. Any employee who held the classification of Lineman/Linewoman 1/C, Lineman/Linewoman 2/C, Lineman/Linewoman 3/C, Service Worker B, Service Worker A or Working Foreman/Forewoman 2/C (LES&T) as of 2/1/90 are grandfathered and exempt from the mandatory reassignment.

8. Any employee reassigned on the mandatory basis shall be eligible, for the period of such reassignment, for mileage reimbursement as provided for in Article V P of the Labor Agreement.

9. Those Linemen/Linewomen 1/C and Service Worker A who volunteer through a temporary posting to complete their obligation under Exhibit 91 with a twelve-month reassignment to Service Worker A eligible for Midnight to 8:00 AM shift will have satisfied their mandatory 1-year assignment to Service Worker A under Exhibit 91.

10. A training assignment/schedule for Service Worker shall not cause a reassignment of the temporary Service Worker A back to Lineman/Linewoman 1/C.

11. Overtime and callouts for a reassigned Lineman/Linewoman 1/C will be administered from the headquarters the individual was reassigned to as a Service Worker A.

12. The Company retains the right to bring in qualified applicants from outside the Union in accordance with Article IV F 7 of the Labor Agreement prior to exhausting this procedure. The Company will continue to notify the Union when it goes outside to hire qualified individuals.

1991-13J

The May 10, 1990 Agreement ("Agreement"), regarding filling of various Service Worker "A" positions, will be modified to remove the "grandfathering", as prescribed in paragraph 7 of the Agreement, for all employees progressing to the position of Lineman/Linewoman 1/C between 6/1/91 and 1/1/92.

Such employees may be reassigned in accordance with paragraph 5 of the Agreement for a period not to exceed six months, not the one year period referred to in said paragraph 5. At the end of such six month period, the next junior Lineman/Linewoman 1/C may be reassigned. These changes to paragraphs 7 and 5 of the Agreement shall terminate when any Lineman/Linewoman or any Service Worker who has entered the Lineman/Linewoman or Service Worker classifications after 2/1/90 has progressed to Lineman/Linewoman 1/C. Except as provided above, all other provisions of the Agreement shall remain in effect. (See Exhibit +126)

+ Exhibit 92

7/29/85

Grievance 84-38
Revised Second Step Answer

In the future, the Company will assure that when it has determined it is necessary to assign a classified employee to perform reporting, requisitioning, or other work directly relating to a contractor's execution of work, that employee will be of at least Pay Grade 18.

+ Exhibit 93

4/9/90

Grievances 90-05 and 90-11

Without precedent or prejudice to the position of either party, the Company will modify its overtime procedure to include the 8-4 rotating shift employee in the group of eligible employees to be polled to work an extended day.

Exhibit 94 - (Reserved)

+ Exhibit 95

Item 18A of 1991 Negotiations

(Amended 5/1/2003)

The Company will modify its scheduling and assignment of Commercial Representative - Specials (No. 207.0) as follows:

1. Previously, Commercial Representative - Specials (No. 207.0) have been scheduled to work Sunday at all locations. The Company anticipates that it can meet its operating needs by scheduling Commercial Representative - Specials

(No. 207.0) to work Monday through Saturday. However, these individuals may be scheduled to work on Sundays to respond to specific operating circumstances in each area as determined by management.

As this change applies only to scheduling Commercial Representative - Specials (No. 207.0) and Commercial Representatives 2/C (No. 207.3) with more than 18 months as Commercial Representatives 2/C (No. 207.3), the following procedure would apply:

If the Company elects not to work Sundays, then when an employee working a Tuesday through Saturday schedule is to be rotated to a Monday through Friday schedule, such employee's days off will not be consecutive that week (i.e. the employee will be off Sunday and the following Saturday that week). When an employee working a Monday through Friday schedule is to be rotated to a Tuesday through Saturday schedule, such employee will receive three consecutive days off (i.e. the employee will be off Saturday, Sunday and Monday).

2. Holidays will not be considered as a basic work day for employees in the classification of Commercial Representative - Special (No. 207.0) or Commercial Representative 2/C (207.3) with more than 18 months' experience as a Commercial Representative 2/C, and considered a shift worker under paragraph 3 below, and any assigned work on that day will be considered as an overtime assignment. The overtime assignment will be made in accordance with Exhibit 17 of the Labor Agreement (no later than two weeks prior to the holiday to be worked), from the combined overtime list of Commercial Representatives 2/C (No. 207.3) and 1/C (207.2), Commercial Representative - Specials (No. 207.0). District Representatives (No. 207.1) and Commercial Specialists (No. 206.0). If after going through the list in the district where the overtime is required, no one accepts the scheduled overtime, then the Commercial Representative - Special(s) (No. 207.0) and Commercial Representative(s) 2/C (No. 207.3) with more than 18 months' experience as a Commercial Representative 2/C (No. 207.3), and considered a shift worker under paragraph 3 below, who is/are the lowest on the scheduled overtime list in that district will be selected and will be assigned to work.

3. Commercial Representatives 2/C (No. 207.3) in progression to Commercial Representative - Specials (No. 207.0), who have completed 18 months as Commercial Representatives 2/C (No. 207.3), will be considered a shift employee in accordance with Article III C of the Labor Agreement. The third sentence of Article III C of the Local 320 Labor Agreement will be amended to read as follows:

"Commercial Representatives Special, Commercial Representative 2/C (with more than 18 months' experience as a Commercial Representative 2/C and in progression to Commercial Representative Special), Service Worker and Production Plant Cleaners shall be considered shift employees, but their hours of work need not conform to the foregoing schedule."

The Commercial Representative 2/C (207.3) job specification will be amended as set forth in Attachment 1.

4. The maximum number of Commercial Representative - Specials (No. 207.0) and/or Commercial Representatives 2/C (No. 207.3) (who have completed 18 months as Commercial Representatives 2/C (No. 207.3) and are considered shift employees) will not exceed 24. This however, is not a commitment to permanent manning.
5. Employees assigned to the classification of Commercial Representative - Collector (No. 207.6), on June 30, 1991, will be assigned to work between the hours of 7:30 a.m. and 4:30 p.m.; and, if requested by management, may accept assignments to work between the hours of 8:30 a.m. and 5:00 p.m. All individuals who enter or reenter this classification, on and after July 1, 1991, will be assigned to work between the hours of 7:30 a.m. and 5:00 p.m. All aforementioned assignments in this paragraph 5, will include a 30 minute break for a regularly scheduled meal as stipulated in Article III E of the 320 Agreement.
6. The Company will provide the required training to individuals who are assigned to lock and unlock meters.
7. The Company will extend 1987 #28 (Exhibit C paragraph 6) as it relates to District Representatives (No. 207.1) for the term of the Labor Agreement. Additionally, the Company will continue to review its needs for District Representatives (No. 207.1) in areas where a residency is required, with special consideration being given to remote areas where the Company may establish new gas franchises. (See Exhibits 115 and 122)

* Exhibit 96

Item 22A of 1991 Negotiations

3. The educational requirements for the classification of Engineering Drafter Third Class (159.4) will be amended to read: 2 years of college with emphasis on a technically oriented program of study; or a minimum of 18 credit hours from an accredited college in the following courses: a) 2 courses in Technical Mathematics, b) 2 courses in Drafting and/or CAD, c) 1 course in Electrical Circuits, and d) 1 course in Applied Mechanical Science. Employees who have a minimum of 9 credit hours will be accepted as Engineering Drafter Third Class (159.4) and will be required to obtain the additional credit hours needed to satisfy the required 18 credit hour minimum during his/her initial 24 months as Engineering Drafter Third Class. Any such employee who does not satisfy the 18 credit hour minimum will be treated as a failure under automatic progression in accordance with the terms of Article IV N 4 of the Labor Agreement.
5. An employee assigned to the classification of Engineering Drafter Third Class (159.4) shall have his/her maximum time in grade of 18 months extended until a vacancy occurs (as determined by the Company) in the Engineering Drafter First Class level.
6. The incumbent (on June 30, 1991) Engineering Drafters Third Class and Second Class shall be grandfathered and allowed to progress through the Engineering Drafter automatic progression series to Engineering Drafter First Class as established by this Agreement except the employees will progress to Engineering Drafter 1/C - Special if he/she meets the educational requirements.
7. When a vacancy occurs in the Engineering Drafter First Class level, such "frozen" Engineering Drafter Third Class will be allowed to progress pursuant to Article IV N of the Labor Agreement (provided the employee has completed a minimum of 18 months as an Engineering Drafter Third Class). In the event there are 2 or more such "frozen" Engineering Drafters Third Class, the employee with the earliest posting number will be the person first allowed to progress to Second Class. There shall not be more than three "frozen" Engineering Drafters Third Class at any one time. In the event there are three "frozen" Engineering Drafters Third Class, the employee with the earliest posting number shall be unfrozen (provided the employee has

completed a minimum of 60 months as an Engineering Drafter Third Class) and allowed to progress through the automatic progression series.

8. The classification of Drafter (159.5) shall be eliminated as of 10/2/91, however, the job specification shall be retained. All the duties from the Drafter specification are incorporated into the Engineering Drafter Third Class specification.

+ Exhibit 97

Item 24 of 1991 Negotiations

2. The two (2) incumbent Mechanics - First Class (132.1) assigned to the Riggers will maintain any license/certification required by governmental authority for the operation of a crane.
3. The three (3) incumbent Mechanics - First Class (132.1) assigned to the Transmission and Distribution Division will maintain any license/certification required by governmental authority for the use of dynamite/explosives.
5. The one (1) incumbent Mechanic - Second class (132.2) assigned to the Riggers will obtain (and maintain when reaching 1/C) any license/certification required by governmental authority for the operation of a crane by the time of his progressing to Mechanic 1/C.
8. All future applicants of any posted vacancy must meet the qualifications in the job specification.
11. Item 64 of the 1973 Memorandum of Agreement shall be applicable to Crane and Dynamite/Explosive licenses.
12. An employee who fails to obtain the required license/certification for progression to Mechanic 1/C will be considered to have failed their automatic progression examination for the classification of Mechanic 1/C (132.1) and will be subject to the provisions of Article IV J 6 of the Labor Agreement.
13. In the event one more of the existing Equipment Operator - Dynamite Handlers (102.3) bid for a future vacancy(ies) in the Mechanic - First Class (132.1) classification, they shall be placed as senior applicants on the bid list (regardless of their actual seniority) and shall be transferred to the classification of Mechanic - Second Class (132.2) in pay grade 17 (without examination) and their automatic

progression time would be extended to 36 months. At the conclusion of such 36 months, the employee must obtain the required crane license/certification in accordance with paragraph 6 and 12 of this Agreement.

14. This proposal is made without commitment to permanent manning.

+ Exhibit 98

Item 40 of 1991 Negotiations

5. A group of Testers (No. 110.1, 110.2), comprised of 20% of the 1/C (No. 110.1) and 2/C (No. 110.2) classification existing at any time (but in no event fewer than 3 of such Testers), shall be designated by the Company. The selection of such Testers will be from the least senior in such classifications.

Such employees will report at the normal or designated time to any headquarters within the system from time to time as the Company may determine (Grievance 86-29). Such employees shall be only reimbursed for additional mileage cost for transportation pursuant to Article V-P of the 320 Working Agreement when reporting to other than their normal headquarters. (See 1991-M+40)

Scheduled overtime records and a call-out system for such employees will be maintained at each such employee's normally designated headquarters.

The foregoing shall not preclude the Company from assigning any 2/C (No. 110.2) or 3/C Testers (No. 110.3) to any headquarters for training as may be required.

Employees so assigned may also be reimbursed for any applicable tolls as agreed to in Grievance 87-24.

6. All Testers 2/C (No. 110.2) not in automatic progression will be excluded from roving as stipulated in paragraph 5 above.
7. The Company's right to reassign partially disabled employees under the provisions of Article IX-E will apply to Tester 3/C (No. 110.3) or Tester 2/C (No. 110.2) positions. Such individuals will be allowed to advance in the Tester series (numbers 110.1, 2, 3) through automatic progression provided they qualify.

10. The Company will maintain no less than 1 Chief Tester (No. 110.0) with no commitment, however, to permanent manning.

+ Exhibit 99
(8/20/93)

2nd Step Settlement

Grievance 92-264

Without commitment to permanent staffing, with no increase in complement, the Company will post for one (1) Working Foreman/Forewoman (LES&T) in the Splicer group.

Employees in the classification of Gas Mechanic Welder 3/C, 2/C and 1/C may not bid laterally to Gas Mechanic 3/C, 2/C or 1/C until such employee completes three (3) years as Gas Mechanic Welder 1/C. This agreement does not apply to the incumbent Gas Mechanic Welder 3/C (Garry Babcock). Failure to maintain certified welder status so as to be able to fulfill the duties of a Mechanic Welder in the applicable classification will result in the employee being removed from the Gas Mechanic/Gas Mechanic Welder progression series.

The agreement regarding the Gas Mechanic Welder is valid as long as the Company maintains such Working Foreman/Forewoman (LES&T) in the Splicer group.

Exhibit 100

(See next 5 pages)

Exhibit 100

(1994-12, 1998-9, 2003-6)

HEALTH CARE CONTRIBUTIONS
1.5% Effective May 1, 2003

T&D TOC	PAY GROUP	STEP 1	STEP 2	STEP 1 STEP 3	STEP 2 STEP 4
	25.0	21.59	22.69	23.59	24.93
	24.0	20.54	21.59	22.69	23.59
	23.1			22.06	23.17
	23.0	19.50	20.54	21.59	22.69
	22.1			21.01	22.06
	22.0	18.58	19.50	20.54	21.59
	21.1			19.78	21.01
	21.0	17.70	18.58	19.50	20.54
	20.1			19.06	19.78
	20.0	16.92	17.76	18.64	19.50
	19.1			18.16	19.06
	19.0	15.97	16.86	17.70	18.58
	18.1			17.28	18.16
	18.0	15.24	15.97	16.86	17.70
	17.1			16.42	17.28
	17.0	14.69	15.24	15.97	16.86
	16.1			15.61	16.42
	16.0	13.85	14.69	15.24	15.97
	15.1			15.01	15.58
	15.0	13.13	13.85	14.69	15.24
	14.0	12.63	13.13	13.85	14.69
	13.1			13.57	14.29
	13.0	11.85	12.63	13.13	13.85
	12.0	11.57	11.85	12.63	13.13
	11.1	11.16	11.71	12.26	12.88
	11.0	10.74	11.57	11.85	12.63
	10.0	10.24	10.74	11.57	11.85
	9.0	9.73	10.24	10.74	11.57
	8.0	9.29	9.73	10.24	10.74
	7.0	8.97	9.29	9.73	10.24
	6.0	8.62	8.97	9.29	9.73

E
X
H

	<u>Step 1</u>	<u>Step 2</u>
Lineman/Linewoman 1/C (HV)	18.76	19.66
Service Worker A (HV)	19.50	20.54
Working Foreman/Woman 2/C (LES&T) (HV)		21.59

HEALTH CARE CONTRIBUTIONS
1.9% Effective May 1, 2004

T&D TOC	PAY GROUP	STEP 1	STEP 2	STEP 1 STEP 3	STEP 2 STEP 4
	25.0	28.31	29.75	30.93	32.68
	24.0	26.92	28.31	29.75	30.93
	23.1			28.92	30.37
	23.0	25.57	26.92	28.31	29.75
	22.1			27.54	28.92
	22.0	24.36	25.57	26.92	28.31
	21.1			25.93	27.54
	21.0	23.20	24.36	25.57	26.92
	20.1			24.99	25.93
	20.0	22.18	23.28	24.44	25.57
	19.1			23.80	24.99
	19.0	20.94	22.10	23.20	24.36
	18.1			22.65	23.80
	18.0	19.98	20.94	22.10	23.20
	17.1			21.52	22.65
	17.0	19.26	19.98	20.94	22.10
	16.1			20.46	21.52
	16.0	18.16	19.26	19.98	20.94
	15.1			19.68	20.42
	15.0	17.22	18.16	19.26	19.98
	14.0	16.56	17.22	18.16	19.26
	13.1			17.79	18.73
	13.0	15.54	16.56	17.22	18.16
	12.0	15.17	15.54	16.56	17.22
	11.1	14.63	15.35	16.08	16.89
	11.0	14.08	15.17	15.54	16.56
	10.0	13.42	14.08	15.17	15.54
	9.0	12.76	13.42	14.08	15.17
	8.0	12.19	12.76	13.42	14.08
	7.0	11.75	12.19	12.76	13.42
	6.0	11.31	11.75	12.19	12.76

	<u>Step 1</u>	<u>Step 2</u>
Lineman/Linewoman 1/C (HV)	24.59	25.78
Service Worker A (HV)	25.57	26.92
Working Foreman/Woman 2/C (LES&T) (HV)		28.31

HEALTH CARE CONTRIBUTIONS
2.3% Effective May 1, 2005

T&D TOC	PAY GROUP	STEP 1	STEP 2	STEP 1 STEP 3	STEP 2 STEP 4
	25.0	35.47	37.27	38.75	40.95
	24.0	33.73	35.47	37.27	38.75
	23.1			36.24	38.05
	23.0	32.04	33.73	35.47	37.27
	22.1			34.51	36.24
	22.0	30.52	32.04	33.73	35.47
	21.1			32.48	34.51
	21.0	29.06	30.52	32.04	33.73
	20.1			31.31	32.48
	20.0	27.79	29.17	30.62	32.04
	19.1			29.82	31.31
	19.0	26.23	27.69	29.06	30.52
	18.1			28.38	29.82
	18.0	25.04	26.23	27.69	29.06
	17.1			26.96	28.38
	17.0	24.13	25.04	26.23	27.69
	16.1			25.63	26.96
	16.0	22.75	24.13	25.04	26.23
	15.1			24.66	25.59
	15.0	21.57	22.75	24.13	25.04
	14.0	20.75	21.57	22.75	24.13
	13.1			22.29	23.47
	13.0	19.46	20.75	21.57	22.75
	12.0	19.01	19.46	20.75	21.57
	11.1	18.33	19.23	20.14	21.16
	11.0	17.64	19.01	19.46	20.75
	10.0	16.81	17.64	19.01	19.46
	9.0	15.99	16.81	17.64	19.01
	8.0	15.27	15.99	16.81	17.64
	7.0	14.73	15.27	15.99	16.81
	6.0	14.17	14.73	15.27	15.99

	<u>Step 1</u>	<u>Step 2</u>
Lineman/Linewoman 1/C (HV)	30.82	32.30
Service Worker A (HV)	32.04	33.73
Working Foreman/Woman 2/C (LES&T) (HV)		35.47

HEALTH CARE CONTRIBUTIONS
2.7% Effective May 1, 2006

T&D TOC	PAY GROUP	STEP 1	STEP 2	STEP 1 STEP 3	STEP 2 STEP 4
	25.0	42.99	45.17	46.96	49.63
	24.0	40.88	42.99	45.17	46.96
	23.1			43.92	46.12
	23.0	38.83	40.88	42.99	45.17
	22.1			41.83	43.92
	22.0	36.99	38.83	40.88	42.99
	21.1			39.37	41.83
	21.0	35.23	36.99	38.83	40.88
	20.1			37.94	39.37
	20.0	33.68	35.35	37.11	38.83
	19.1			36.14	37.94
	19.0	31.80	33.56	35.23	36.99
	18.1			34.40	36.14
	18.0	30.34	31.80	33.56	35.23
	17.1			32.68	34.40
	17.0	29.25	30.34	31.80	33.56
	16.1			31.07	32.68
	16.0	27.58	29.25	30.34	31.80
	15.1			29.89	31.01
	15.0	26.15	27.58	29.25	30.34
	14.0	25.15	26.15	27.58	29.25
	13.1			27.02	28.45
	13.0	23.59	25.15	26.15	27.58
	12.0	23.04	23.59	25.15	26.15
	11.1	22.22	23.31	24.41	25.65
	11.0	21.38	23.04	23.59	25.15
	10.0	20.38	21.38	23.04	23.59
	9.0	19.38	20.38	21.38	23.04
	8.0	18.50	19.38	20.38	21.38
	7.0	17.85	18.50	19.38	20.38
	6.0	17.17	17.85	18.50	19.38

	<u>Step 1</u>	<u>Step 2</u>
Lineman/Linewoman 1/C (HV)	37.35	39.15
Service Worker A (HV)	38.83	40.88
Working Foreman/Woman 2/C (LES&T) (HV)		42.99

HEALTH CARE CONTRIBUTIONS
3.0% Effective May 1, 2007

T&D TOC	PAY GROUP	STEP 1	STEP 2	STEP 1 STEP 3	STEP 2 STEP 4
	25.0	49.32	51.82	53.88	56.94
	24.0	46.90	49.32	51.82	53.88
	23.1			50.39	52.91
	23.0	44.55	46.90	49.32	51.82
	22.1			47.98	50.39
	22.0	42.44	44.55	46.90	49.32
	21.1			45.17	47.98
	21.0	40.41	42.44	44.55	46.90
	20.1			43.53	45.17
	20.0	38.64	40.55	42.57	44.55
	19.1			41.47	43.53
	19.0	36.48	38.51	40.41	42.44
	18.1			39.46	41.47
	18.0	34.81	36.48	38.51	40.41
	17.1			37.50	39.46
	17.0	33.55	34.81	36.48	38.51
	16.1			35.64	37.50
	16.0	31.64	33.55	34.81	36.48
	15.1			34.29	35.58
	15.0	30.00	31.64	33.55	34.81
	14.0	28.85	30.00	31.64	33.55
	13.1			31.00	32.64
	13.0	27.06	28.85	30.00	31.64
	12.0	26.43	27.06	28.85	30.00
	11.1	25.49	26.75	28.01	29.43
	11.0	24.52	26.43	27.06	28.85
	10.0	23.38	24.52	26.43	27.06
	9.0	22.23	23.38	24.52	26.43
	8.0	21.23	22.23	23.38	24.52
	7.0	20.48	21.23	22.23	23.38
	6.0	19.70	20.48	21.23	22.23

**E
X
H**

	<u>Step 1</u>	<u>Step 2</u>
Lineman/Linewoman 1/C (HV)	42.85	44.91
Service Worker A (HV)	44.55	46.90
Working Foreman/woman 2/C (LES&T) (HV)		49.32

+ Exhibit 101**(9/15/92)****(Amended 5/1/2003)****2nd Step Revised Answer**
Grievance 91-66

Without precedent or prejudice, the Company will upgrade the grievant to pay group 19.1 for the operation of the road digger which is the subject of this grievance when the crew assigned to the digger does not include an employee in pay group 19.1 or higher.

+ Exhibit 102**(1/4/93)****2nd Step Grievance Answer**
Grievance 92-21

Based on Management's assessment of its current operating needs and without precedent or prejudice to the position of either party and without agreement to permanent staffing, the Company will agree to post for an additional two (2) Working Foremen/Forewomen (LES&T) assigned to the Operations Services group.

In addition, the parties agree that one Working Foreman/Forewoman may be assigned as a "rover" provided there are a minimum of six (6) Working Foremen/Forewomen assigned to the Operations Services group.

In the event there are fewer than six (6) Working Foremen/Forewomen assigned to each group then the above roving provision shall cease until the complement is at six (6).

The initial selection of such Working Foreman/Forewoman (LES&T) shall be through the post and bid procedure. Such employee will report at the normal or designated time to any headquarters within the system from time to time as the Company may determine. Such employee shall be only reimbursed for additional mileage cost for transportation pursuant to Article V-P of the 320 Working Agreement when reporting to other than their normal headquarters.

Scheduled overtime records and a callout system for such employee will be maintained at such employee's normally designated headquarters.

+ Exhibit 103
(5/19/93)

3rd Step Grievance Answer
92-222, 227, 228

Without prejudice to the Company's right to use contract consultants to conduct the gas heating contractor basic combustion school, if the Company elects to conduct such school itself, it does not intend to change its current practice of assigning employees to such school as follows:

1. One or more bargaining unit employees of the appropriate job classification(s) shall be assigned to conduct the "hands-on" part, if any, of such school, the first three of which shall be Commercial Specialists (Job Spec. No. 206.0), if available. The "hands-on" part of such school shall refer to work of the type normally performed by bargaining unit employees.
2. Management, or one or more bargaining unit employees of the appropriate job classification(s) [one of which shall be a Commercial Specialist (Job Spec. No. 206.0), if available], or a combination thereof, may be assigned to conduct the lecture (and any demonstration by the lecturer incidental to the lecture) part of such school.
3. If Commercial Specialists are not available where required above and other bargaining unit employees of the appropriate job classification(s) are assigned, no such employee shall be upgraded. If Management elects to assign bargaining unit employees of the appropriate job classifications(s) in addition to those Commercial Specialists referred to above, no such employee shall be upgraded.

Exhibit 104 (Reserved)

+ Exhibit 105
(6/2/93)

Settlement in Local 320 Grievance 92-234

In settlement of the above mentioned Grievance, the parties agree as follows:

E
X
H

The maximum time in grade of an Equipment Operator (No. 102.2) to Equipment Operator - Dynamite Handler (No. 102.3) will be reduced from 36 months to 24 months. If such employee qualifies as an Equipment Operator - Dynamite Handler, such employee will be placed in Pay Group 16 until such time as such employee obtains any required qualification and/or certification or license (collectively the "license") which is required to handle and use explosives; at which time such employee shall be placed in Pay Group 17. Such employee shall apply for such a license when he/she is first eligible to do so and shall take the next available examination. Failure to so obtain and maintain such license will result in removal of such employee from the employee's then classification. Job Specifications No. 102.2 and 102.3 shall be amended to reflect the foregoing.

In consideration of such time in grade reduction, the parties confirm the long-standing principle that any employee in an automatic progression series can perform, without upgrade (except as otherwise provided for in the Labor Agreement), any job of a higher classification in that automatic progression series for which such employee is trained and qualified. Thus, an Equipment Operator in progression to Equipment Operator - Dynamite Handler can perform, without upgrading, any duties of an Equipment Operator - Dynamite Handler for which such employee is trained and qualified.

*** Exhibit 106**

January 1, 1994

Amended July 1, 1995

(Amended 5/1/2003)

Family Care Leave of Absence as Amended -
Local 320 - TOC Agreement

1. A Family Care Leave of Absence without pay shall be granted to any Local 320 employee covered under the TOC Agreement who is a full-time employee and who has had at least one (1) year of service with the Company. All references herein to "employees" or "TOC employees" shall mean only those employees eligible for the Family Care Leave of Absence. Such Leave will be granted for the following reasons:
 - a. Birth of a child.

- b. Legal adoption of a child under 18 years of age or the placement of a child under 18 years of age with the employees for adoption or foster care.
- c. Sickness (including being physically or mentally handicapped) of a member of the immediate family or household.
- d. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
- e. Such other family care reason permitted at the discretion of the Company.

In the event the reason that an employee was granted a Family Care Leave of Absence changes or no longer qualifies under paragraph 1a, b, c, d, or e above, the Leave shall be considered invalid and the employee shall return to work within a reasonable period of time not to exceed five (5) working days from the date of such change or cessation of qualification unless there are extenuating circumstances necessitating the continuation of such Leave as approved by the employee's supervisor.

- 2. Family Care Leave of Absence shall be permitted for a maximum period of up to six (6) months. Any Leave time in excess of the federally mandated 12 weeks, must be taken consecutively. There shall be a one-year (1) waiting period from the last day of the Family Care Leave of Absence previously taken before the TOC employee would be eligible for another Family Care Leave of Absence except such employee would be eligible for a Leave of Absence pursuant to the Family and Medical Leave Act of 1993 (not to exceed 12 weeks) measured from the first day the previous Leave of Absence started. Any additional Leave of Absence under this paragraph will be subject to the one (1) year waiting period from the last day of the first Leave of Absence. Written notice requesting a Family Care Leave of Absence and stating the reasons therefore shall be given to the employee's immediate supervisor, at least one (1) month in advance of such requested Leave period, unless unforeseen circumstances dictate otherwise. Employees who believe that their reason for requesting a Family Care Leave of Absence is of such a nature as to be inappropriate to discuss with their immediate supervisor may give the

reason for such Leave of Absence to the Human Resources Division and only the notice of such Leave need be given to their immediate supervisor.

3. Any employee granted a Family Care Leave of Absence of less than six (6) months may request an extension to bring the total Leave to six (6) months subject to the following condition:

Such extension shall be granted for any reason set forth in 1 above and provided that written notice to request such extension is received by the employee's immediate supervisor before the end of the first requested Leave. Employees who believe that their reason for requesting a Family Care Leave of Absence is of such a nature as to be inappropriate to discuss with their immediate supervisor may give the reason for such Leave of Absence to the Human Resources Division and only the notice of such Leave need be given to their immediate supervisor.

4. a. Leave under paragraph 1a, b, and e above shall not be taken on reduced Leave schedule or intermittently unless the employee and Company agree otherwise.
- b. Leave under paragraphs 1c and d above may be taken intermittently or on a reduced Leave schedule when medically necessary for the first 12 weeks of such Leave.
- c. If an employee requests intermittent Leave, or Leave on a reduced Leave schedule that is foreseeable based on planned medical treatment pursuant to the Family and Medical Leave Act of 1993, the Company may require such employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits for such 12-week period.
5. The number of TOC employees in each headquarters (outside of the South Road complex) who may be granted Family Care Leave of Absence at any time may not exceed 5% of the number of TOC employees assigned in each such headquarters, with a minimum of one (1) in each such headquarters. No more than seven (7) employees assigned to the South Road complex shall be permitted to be on such Leave of Absence at any time. Notwithstanding the foregoing, in no case shall the total number of TOC

employees on a Family Care Leave of Absence on a system-wide basis exceed 15. Requests for Family Care Leave of Absence will be granted within each headquarters and the South Road complex in order of receipt, except where requests are received at the same time, they will be granted on seniority within each such headquarters and within the South Road complex.

Leaves of Absence requests which exceed these maximum numbers shall be granted pursuant to the Family and Medical Leave Act of 1993.

6. The Company may require that a request for a Family Care Leave of Absence under paragraphs 1c and d above be supported by a certification issued by the health care provider of the eligible employee or of the son, daughter, spouse or parent of the employee as appropriate pursuant to the Family and Medical Leave Act of 1993.
7. Employees on a Family Care Leave of Absence will be continued in all Benefit Programs and will be permitted to prepay their contributions if necessary to the Group Life Insurance Plan for the period of such Leave of Absence. The extension of these benefits will be coordinated by the appropriate supervisor with Human Resources and the Payroll Section. Notwithstanding anything herein to the contrary the following will be applicable during any such Leave of Absence:

Vacation entitlement for all employees is accrued for a completed calendar month of service on a 10-month basis starting with July of each year for vacation to be taken in the following calendar year. Employees on Family Care Leave of Absence or Leave of Absence under Article VIII J of the Labor Agreement will accrue vacation entitlement. However, such employees will forfeit 1/10th of their vacation entitlement for each month while on such Leaves of Absence with the exception of the first and last calendar months of such Leaves of Absence, regardless of when any such Leave begins and ends in those calendar months. With reference to Leaves of Absence granted under VIII J, such employees will, under no circumstances forfeit more than 8/10ths of their entitlement.

Retirement Income Plan benefits shall accrue, except as may otherwise be provided under such plan.

No holiday entitlement shall accrue, unless the holiday falls on the first or last day of such Leave, providing such employee returns to work immediately after completion of such Leave, in which case such employee will receive full pay for the holiday.

No payments will be made under the Company's Disability Benefits Plan for any period of illness or sickness which occurs during such Leave of Absence, except to the extent such payments may be required under the New York Disability Benefits Law.

8. An employee requesting to return from such Family Care Leave of Absence before the completion of such Leave may do so with at least five (5) working days' prior notice to his/her immediate supervisor.
9. When the employee returns from a Family Care Leave of Absence, he/she shall be returned, subject to the provisions of the Labor Agreement, to the same job classification, pay step, pay group and headquarters from which he/she left when the Family Care Leave of Absence was taken.
10. Time taken as Family Care Leave of Absence will not be subtracted from the total weeks Leave of Absence to which an employee is entitled under Article VIII, Section J, of the TOC Labor Agreement.
11. During a Family Care Leave of Absence service and seniority shall continue to accumulate. If the employee overstay such Leave without consent of the Company, or accepts employment elsewhere without consent of the Company, employment with the Company shall be deemed to have been terminated by the employee's resignation on the date of such overstay or acceptance of employment.
- 12A. In the event that an arbitrator's decision, court decision or administrative agency decision is rendered during such term of the Labor Agreement and is adverse to either party's position with respect to the Company's right of distribution of work and the assignment of the work force under the Labor Agreement, the party against which such decision is rendered shall have the right to terminate such Leave of Absence Program in excess of the federally mandated 12 weeks on 30 days' written notice to the other party or as of the end of the Labor Agreement, whichever is earlier. During this 30-day or lesser period, the terminating party will identify its reasons for such termination and the

parties will attempt to reconcile same so as to continue the Leave of Absence Program to the end of the Labor Agreement. In the event an arbitrator's decision, court decision or administrative agency decision is rendered which is adverse to the Company's position with respect to its right of temporary transfer under Article IV C of the Labor Agreement the Company may elect to terminate such Leave of Absence Program (in excess of the federally mandated 12 weeks) on 30 days' written notice to the Union or as of the end of the Labor Agreement, whichever is earlier.

- B. If such Leave of Absence Program in excess of the federally mandated 12 weeks shall be so terminated or shall expire at the end of the term of the Labor Agreement, such Program shall continue for those then under such Leave of Absence until the employee's Leave of Absence terminates.
13. Written notification shall be provided to the President and Business Manager of Local 320 on each January 1 and July 1 of the number of employees requesting Family Care Leave of Absence, both granted and denied according to the above provisions and the duration of such Leaves, including any which were extended according to the terms of such Leave of Absence.
14. An employee may bid for and/or accept posted positions while on Family Care Leave of Absence. The acceptance of any job while on Family Care Leave of Absence is valid provided the employee returns to work within 31 calendar days of such acceptance. This provision shall not alter paragraph 2, 4 or 8 of this agreement. An employee who bids for and/or accepts a posted position while on Family Care Leave of Absence shall still have the two-week returnable rights reference in Article IV E 10 of the Labor Agreement to their former position. However, if the employee elects to return to their former position, their Leave of Absence will have been terminated except as may be provided in the Family and Medical Leave Act of 1993.
15. Employees in an automatic progression series classification or employees under Article IV E 7 of the Labor Agreement shall have their progression time or their training time respectively, extended an equivalent amount of time to the amount of time off on Family Care Leave of Absence, unless such employee requests to waive this extension of a) the entire amount of time or b) one half the

amount of time taken; provided, however, that employees under Article IV E 7 of the Labor Agreement shall not have their training time extended beyond the time remaining for completion of their training time under such Article.

16. Employees on a Family Care Leave of Absence shall have their "holding grades" time extended an equivalent amount of time to the amount of time off on Family Care Leave of Absence.

+ Exhibit 107

January 1, 1994

Amended July 1, 1995

(Amended 5/1/2003)

Family Care Leave of Absence as Amended -
Local 320 – T&D Agreement

1. A Family Care Leave of Absence without pay shall be granted to any Working Foreman/Forewoman 2/C (LES&T) (HV) assigned to the line forces, Lineman/Linewoman 1/C (HV), Lineman/Linewoman 2/C, Lineman/Linewoman 3/C, Chief Gas Mechanic, Gas Mechanic 1/C, Gas Mechanic 2/C, Gas Mechanic 3/C, Chief Line Clearance Man/Woman, Line Clearance Man/Woman 1/C or Line Clearance Man/Woman 2/C, Chief Tester, Tester 1/C, Tester 2/C and Tester 3/C. Working Foreman/Forewoman 2/C (LES&T) assigned to the meter function, Chief Construction Maintenance Man/Woman, Construction Maintenance Man/Woman 1/C, Construction Maintenance Man/Woman 2/C, Chief Plant Mechanic, Plant Mechanic 1/C, Plant Mechanic 2/C, Plant Mechanic 3/C, Chief Plant Technician, Plant Technician 1/C, Plant Technician 2/C, Plant Technician 3/C, Results Technician 1/C, Results Technician 2/C, Results Technician 3/C, Plant Helper, and Storekeeper, who has had at least one (1) year of service with the Company. All references herein to "employees" or "T&D employees" shall mean only those employees eligible for the Family Care Leave of Absence. Such Leave will be granted for the following reasons:
 - a. Birth of a child.
 - b. Legal adoption of a child under 18 years of age or the placement of a child under 18 years of age with the employee for adoption or foster care.

- c. **Sickness (including being physically or mentally handicapped) of a member of the immediate family or household.**
- d. **Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.**
- e. **Such other family care reasons permitted at the discretion of the Company.**

In the event the reason that an employee was granted a Family Care Leave of Absence changes or no longer qualifies under paragraph 1a, b, c, d or e above, the Leave shall be considered invalid and the employee shall return to work within a reasonable period of time not to exceed five (5) working days from the date of such change or cessation of qualification unless there are extenuating circumstances necessitating the continuation of such leave as approved by the employee's supervisor.

2. **Family Care Leave of Absence shall be permitted for a maximum period of up to six (6) months. Any Leave time in excess of the federally mandated 12 weeks must be taken consecutively. There shall be a one-year (1) waiting period from the last day of the Family Care Leave of Absence previously taken before the Local 320 T&D employee will be eligible for another Family Care Leave of Absence except such employee would be eligible for a Leave of Absence pursuant to the Family and Medical Leave Act of 1993 (not to exceed 12 weeks) from the first day the previous Leave of Absence started. Any additional Leave of Absence under this paragraph will be subject to the one (1) year waiting period from the last day of the first Leave of Absence. Written notice requesting a Family Care Leave of Absence and stating the reason therefore shall be given to the employee's immediate supervisor, at least one (1) month in advance of such requested Leave period, unless unforeseen circumstances dictate otherwise. Employees who believe that their reason for requesting a Family Care Leave of Absence is of such a nature as to be inappropriate to discuss with their immediate supervisor may give the reason for such Leave of Absence to the Human Resources Division and only the notice of such Leave need be given to their immediate supervisor.**

3. An employee granted a Family Care Leave of Absence of less than six (6) months may request an extension to bring the total leave to six (6) months subject to the following condition:

Such extension shall be granted for any reason set forth in 1 above and provided that written notice to request such extension is received by the employee's immediate supervisor before the end of the first requested Leave. Employees who believe that their reason for requesting a Family Care Leave of Absence is of such a nature as to be inappropriate to discuss with their immediate supervisor may give the reason for such Leave of Absence to the Human Resources Division and only the notice of such Leave need be given to their immediate supervisor.

4. a. Leave under paragraphs 1a and b and e above shall not be taken on a reduced leave schedule or intermittently unless the employee and the Company agree otherwise.
- b. Leave under paragraphs 1c and d above may be taken intermittently or on a reduced leave schedule when medically necessary for the first 12 weeks of such Leave.
- c. If an employee requests intermittent leave, or leave on a reduced Leave schedule that is foreseeable based on planned medical treatment pursuant to the Family and Medical Leave Act of 1993, the Company may require such employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits for such 12-week period.
5. The number of eligible T&D employees who may be granted Family Care Leave of Absence at any time may not exceed the following percentages or numerical limitations as the case may be:
- a. For employees assigned to the line forces (Working Foreman/Forewoman 2/C (LES&T) (HV), Lineman/Linewoman 1/C (HV), Lineman/Linewoman 2/C and Lineman/Linewoman 3/C) the percentage may not exceed 10% of the total of Working Foreman/Forewoman 2/C (LES&T) (HV),

Lineman/Linewoman 1/C (HV) and Lineman/Linewoman 2/C existing at any time.

- b. For employees assigned to the gas street forces (Chief Gas Mechanic, Gas Mechanic 1/C, Gas Mechanic 2/C and Gas Mechanic 3/C) the percentage may not exceed 15% of the total of Chief Gas Mechanics, Gas Mechanics 1/C and Gas Mechanics 2/C existing at any time.
- c. For employees assigned to the Line Clearance forces (Chief Line Clearance Man/Woman, Line Clearance Man/Woman 1/C and Line Clearance Man/Woman 2/C) the percentages may not exceed 10% of the total of Chief Line Clearance Man/Woman, Line Clearance Man/Woman 1/C and Line Clearance Man/Woman 2/C existing at any time.
- d. For employees in the classification of Chief Tester, Tester 1/C, Tester 2/C and Tester 3/C, and for employees assigned to the meter function in the Working Foreman/Forewoman 2/C (LES&T) classification, the total number of individuals may not exceed two (2) at any time.

Notwithstanding the foregoing, in no case shall the total number of T&D employees on a Family Care Leave of Absence on a system-wide basis exceed 22. Requests for Family Care Leave of Absence will be granted in order of receipt, where requests are received at the same time, they will be granted on seniority within each such work force group.

Leaves of Absence requests which exceed these maximum numbers shall be granted pursuant to the Family and Medical Leave Act of 1993.

In addition, if an employee assigned to one of the classifications listed in paragraph A above is classified as a "rover" and is granted a Family Care Leave of Absence, then the "rover" will be replaced on a one-for-one basis from a non-rover assigned to those classifications.

- 6. The Company may require that a request for a Family Care Leave of Absence under paragraphs 1c and d above be supported by a certification issued by the health care provider of the eligible employee or of the son, daughter,

spouse or parent of the employee as appropriate pursuant to the Family and Medical Leave Act of 1993.

7. Employees on a Family Care Leave of Absence will be continued in all Benefit Programs and will be permitted to *prepay their contributions if necessary to the Group Life Insurance Plan* for a period of such Leave of Absence. The extension of these benefits will be coordinated by the appropriate supervisor with Human Resources and the Payroll Section. Notwithstanding anything herein to the contrary the following will be applicable during any such Leave of Absence:

Vacation entitlement for all employees is accrued for a completed calendar month of service on a 10-month basis starting with July of each year for vacation to be taken in the following calendar year. Employees on Family Care Leave of Absence or Leave of Absence under Article VIII J of the Labor Agreement will accrue vacation entitlement. However, such employees will forfeit 1/10th of their vacation entitlement for each month while on such Leaves of Absence with the exception of the first and last calendar months of such Leaves of Absence, *regardless of when any such Leave begins and ends in those calendar months.* With reference to Leaves of Absence granted under VIII J, such employees will, under no circumstances forfeit more than 8/10ths of their entitlement.

Retirement Income Plan benefits shall accrue, except as *may otherwise be provided under such Plan.*

No holiday entitlement shall accrue, unless the holiday falls on the first or last day of such Leave, providing such employee returns to work immediately after completion of such Leave, in which case such employee will receive full pay for the holiday.

No payments will be made under the Company's Disability Benefits Plan for any period of illness or sickness which occurs during such Leave of Absence, except to the extent such payments may be required under the New York Disability Benefits Law.

8. An employee requesting to return from such Family Care Leave of absence before the completion of such Leave may do so with at least five (5) working days' prior notice to his/her immediate supervisor.
9. When the employee returns from a Family Care Leave of Absence, he/she shall be returned, subject to the provisions of the Labor Agreement, to the same job classification, pay step, pay group, and headquarters from which he/she left when the Family Care Leave of Absence was taken.
10. Time taken as Family Care Leave of Absence will not be subtracted from the total weeks Leave of Absence to which an employee is entitled under Article VIII, Section J, of the T&D Labor Agreement.
11. During a Family Care Leave of Absence service and seniority shall continue to accumulate. If the employee overstays such leave without consent of the Company, or accepts employment elsewhere without consent of the Company, employment with the Company shall be deemed to have been terminated by the employee's resignation on the date of such overstay or acceptance of employment.
- 12A. In the event that an arbitrator's decision, court decision or administrative agency decision is rendered during such term of the Labor Agreement and is adverse to either party's position with respect to the Company's right of distribution of work and the assignment of the work force under the Labor Agreement, the party against which such decision is rendered shall have the right to terminate such Leave of Absence Program in excess of the federally mandated 12 weeks on 30 days' written notice to the other party or as of the end of the Labor Agreement, whichever is earlier. During this 30-day or lesser period, the terminating party will identify its reasons for such termination and the parties will attempt to reconcile same so as to continue the Leave of Absence Program to the end of the Labor Agreement.
- B. If such Leave of Absence Program in excess of the federally mandated 12 weeks shall be so terminated, such Program shall continue for those then under such Leave of Absence until the employee's Leave of Absence terminates.

C. Reserved

13. Written notification shall be provided to the President/Business Manager of Local 320 on each January 1 and July 1 of the number of employees requesting Family Care Leave of Absence, both granted and denied according to the above provisions and the duration of such leaves, including any which were extended according to the terms of such Leave of Absence.
14. An employee may bid for and/or accept posted positions while on Family Care Leave of Absence. The acceptance of any job while on Family Care Leave of Absence is valid provided the employee returns to work within 31 calendar days of such acceptance. This provision shall not alter paragraphs 2, 4 or 8 of this agreement. An employee who bids for and/or accepts a posted position while on Family Care Leave of Absence shall still have the two-week returnable rights referenced in Article IV E 6 of the Labor Agreement to their former position. However, if the employee elects to return to their former position, their Leave of Absence will have been terminated except as may be provided in the Family and Medical Leave Act of 1993 paragraph 4 above.
15. Employees in an automatic progression series classification or employees under Article IV F 5 of the Labor Agreement shall have their progression time or their training time, respectively, extended an equivalent amount of time to the amount of time off on Family Care Leave of Absence, unless such employee requests to waive this extension a) of the entire amount of time or b) one half the amount of time taken; provided, however, that employees under Article IV F 5 of the Labor Agreement shall not have their training time extended beyond the time remaining for completion of their training time under such Article.
16. Employees on a Family Care Leave of Absence shall have their "holding grades" time extended an equivalent amount of time to the amount of time off on Family Care Leave of Absence.

Exhibit 108

1/1/94

**FAMILY AND MEDICAL CARE LEAVE OF ABSENCE POLICY AS
MANDATED BY THE
FAMILY AND MEDICAL LEAVE ACT OF 1993**

1. The effective date of this Family Care Leave of Absence Policy ("policy") is 1/1/94.
2. A Leave of Absence under the Policy ("Leave of Absence") without pay shall be granted to any employee to the extent not covered under the Family Care Leave of Absence Programs for TOC and T&D employees (see attached list of covered classifications) and who has at least one (1) year of service with the Company and worked at least 1,250 hours during the 12-month period preceding the commencement of the Leave of Absence. Such Leave will be granted for the following reasons:
 - A. The birth of the employee's child and in order to care for such child.
 - B. The placement of a child with the employee for adoption or foster care.
 - C. In order to care for the spouse, or a son, daughter or parent of the employee if such spouse, son, daughter or parent has a serious health condition.
 - D. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

The entitlement to leave under paragraphs A and B above shall expire at the end of the 12-month period beginning on the date of such birth or placement.

In the event the reason that an employee was granted a Family Care Leave of Absence changes or no longer qualifies under paragraphs 2A, B or C above, the leave shall be considered invalid and the employee shall return to work within a reasonable period of time not to exceed five (5) working days from the date of such change or cessation of qualification unless there are extenuating circumstances necessitating the continuation of such leave as approved by the employee's supervisor.

3. Family Care Leave of Absence shall be permitted for a maximum of up to 12 weeks during any 12-month period. Such 12-month period shall be measured from the first day the Leave of Absence is started.

Notice requesting a Leave of Absence and stating the reason therefore shall be given to the employee's immediate supervisor, at least 30 days, or when the reason for such absence is to begin in less than 30 days, such notice as is practicable, in advance of such requested leave period, unless unforeseen circumstances dictate otherwise. Employees who believe that their reason for requesting a Family Care Leave of Absence is of such a nature as to be inappropriate to discuss with their immediate supervisor may give the reason for such Leave of Absence to the Human Resources Division and only the notice of such Leave need be given to their immediate supervisor.

4.
 - a. Leave of Absence under paragraphs 2A and B above shall not be taken on a reduced leave schedule or intermittently unless the employee and Company agree otherwise. The reasons for denial of a reduced leave schedule or intermittent leave schedule will be discussed with the employee by Human Resources, if requested.
 - b. Leave under paragraphs 2C and D above may be taken intermittently or on a reduced leave schedule when medically necessary.
 - c. If an employee requests an intermittent Leave of Absence, or such Leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the Company may require such employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits.
5. Any employee granted a Leave of Absence of less than 12 weeks may request an extension to bring the total leave to 12 weeks subject to the following condition:

Such extension shall be granted for any reason set forth in 2 above and provided that notice to request such extension is received by the employee's immediate supervisor before the end of the first requested Leave of Absence. Employees who believe that their

reason for requesting an extension of a Family Care Leave of Absence is of such a nature as to be inappropriate to discuss with their immediate supervisor may give the reason for such Leave of Absence to the Human Resources Division and only the notice of such Leave need be given to their immediate supervisor.

6. The Company may require that a request for a Leave of Absence under paragraphs 2C and D above be supported by a certification issued by the health care provider of the eligible employee or of the son, daughter, spouse or parent of the employee as appropriate.
7. Employees on a Family Care Leave of Absence will be continued in all Benefit Programs and will be permitted to prepay their contributions if necessary to the Group Life Insurance Plan for the period of such Leave of Absence. The extension of these benefits will be coordinated by the appropriate supervisor with Human Resources and the Payroll Section. Notwithstanding anything herein to the contrary the following will be applicable during any such Leave of Absence:

Vacation entitlement for all employees is accrued for a completed calendar month of service on a 10-month basis starting with July of each year for vacation to be taken in the following calendar year. Employees on Family Care Leave of Absence or Leave of Absence under Article VIII J of the Labor Agreement will accrue vacation entitlement. However, such employees will forfeit 1/10th of their vacation entitlement for each month while on such Leaves of Absence with the exception of the first and last calendar months of such Leaves of Absence, regardless of when any such Leave begins and ends in those calendar months. With reference to Leaves of Absence granted under VIII J, such employees will, under no circumstances forfeit more than 8/10ths of their entitlement.

Retirement Income Plan benefits shall accrue, except as may otherwise be provided under such Plan.

No holiday entitlement shall accrue, unless the holiday falls on the first or last day of such Leave, provided such employee returns to work immediately after completion of such Leave, in which case such employee will receive full pay for the holiday.

No payments will be made under the Company's Disability Benefits Plan for any period of illness or sickness which occurs during such Leave of Absence, except to the extent such payments may be required under the New York Disability Benefits Law.

8. An employee requesting to return from such Family Care Leave of Absence before the completion of such Leave may do so with at least five (5) working days' prior notice to his/her immediate supervisor.
9. When the employee returns from a Family Care Leave of Absence, he/she shall be returned, subject to the provisions of the Labor Agreement, to the same job classification, pay step, pay group and headquarters from which he/she left when the Family Care Leave of Absence was taken.
10. Time taken as Leave of Absence will not be subtracted from the total weeks Leave of Absence to which an employee is entitled under Article VIII, Section J, of the T&D and TOC Labor Agreements.
11. An employee will be required to utilize all unused vacation except five (5) days for the current calendar year in which the Leave of Absence starts as the first part of the 12 weeks (or any lesser amount thereof) Leave of Absence for Leaves of Absence granted pursuant to paragraphs 2A, B and C above. For example, if an employee has 4 weeks of unused vacation at the time a Leave of Absence is granted, the employee will use 3 weeks' vacation and 9 weeks' Leave of Absence for the 12 week Leave of Absence total.

If a holiday(s) falls during the period of vacation being utilized as part of a Family Care Leave of Absence, such holiday(s) will be paid as a holiday and the vacation period will be extended the appropriate number of holidays which occurred.

12. During a Leave of Absence, service and seniority shall continue to accumulate. If the employee overstays such leave without consent of the Company, or accepts employment elsewhere without consent of the Company, employment with the Company shall be deemed to have been terminated by the employee's resignation on the date of such overstay or acceptance of employment.
13. Written notification shall be provided to the President and Business Manager of Local 320 on each January 1 and July 1 of the number of employees requesting Leave of Absence, both granted and denied according to the above provisions and the duration of such leaves, including any which were extended according to the terms of such Leave of Absence.
14. An employee may bid for posted positions during the period of posting and/or accept posted positions while on Family Care Leave of Absence. The acceptance of any job while on Leave of Absence is valid provided the employee returns to work within 31 calendar days of such acceptance. This provision shall not alter paragraphs 3, 4 or 8 of this agreement. An employee who bids for and/or accepts a posted position while on Leave of Absence shall still have the two-week returnable rights (reference in Article IV F 6 of the T&D Labor Agreement and Article IV E 10 of the TOC Labor Agreement) to their former position. However, if the employee elects to return to their former position, their Leave of Absence will have been terminated except as may be provided in the Family and Medical Leave Act of 1993.
15. Employees in an automatic progression series classification or employees under Article IV F 5 of the T&D Labor Agreement or Article IV E 7 of the TOC Labor Agreement shall have their progression time or their training time, respectively, extended an equivalent amount of time to the amount of time off on Leave of Absence, unless such employee requests to waive this extension of a) the entire amount of time, or b) one-half the amount of time taken; provided, however, that employees under Article IV F 5 of the T&D Labor Agreement or Article IV E 7 of the TOC Labor Agreement shall not have their training time extended beyond the time remaining for completion of their training time under such Article.
16. Employees on a Leave of Absence shall have their "holding grades" time extended an equivalent amount of time to the amount of time off on Family Care Leave of Absence.

17. This policy is subject to the provisions of the Family and Medical Leave Act of 1993 and any regulations issued thereunder.

18. Definitions:

1. Health Care Provider - The term "health care provider" means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices or any other person determined by the Secretary of Labor to be capable of providing health care services.

2. Parent - The term "parent" means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.

3. Reduced Leave Schedule - The term "reduced leave schedule" means a leave scheduled that reduces the usual number of hours per workweek, or hours per workday, of an employee.

4. Serious Health Condition - The term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves --

(A) inpatient care in a hospital, hospice or residential medical care facility; or

(B) continuing treatment by a health care provider.

5. Son or Daughter - The term "son or daughter" means a biological, adopted, or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis, who is:

(A) under 18 years of age; or

(B) 18 years of age or older and incapable of self-care because of a mental or physical disability.

6. Spouse - The term "spouse" means a husband or wife, as the case may be.

7. Employment Benefits - The term "employment benefits" means all benefits provided or made available to employees by an employer, including group life insurance,

health insurance, disability insurance, sick leave, annual leave, educational benefits and pensions, regardless of whether such benefits are provided by a practice or written policy of an employer or through an "employee benefit plan", as defined in section 3(3) of the Employee Retirement Income Security Act of 1974 [29 U.S.C. 1002(3)].

**FAMILY CARE LEAVE OF ABSENCE
COVERED CLASSIFICATIONS**

TITLE	JOB SPEC #
Cafeteria Attendant	* 142.5
Cafeteria Cook	* 142.4
Cafeteria Service Supervisor	* 142.3
Chief Gas Meter Repairman/Repairwoman	+ 126.0
Chief Gas Production Man/Woman	+ 123.0
Chief Gas Mechanic Welder	+ 124.0
Chief Mechanic	+ 132.0
Chief Storekeeper	+ 140.0
Chief Tester	+ 110.0
Cleaning Worker	* 139.1
Commercial Representative 1/C	+ 207.2
Commercial Representative 2/C	+ 207.3
Commercial Representative - Meter Reader	+ 207.4
Commercial Representative - Jr. Meter Rdr.	+ 207.5
Commercial Representative - Collector	+ 207.6
Commercial Representative - Special	+ 207.0
Commercial Specialist	+ 206.0
Communication Technician 1/C	+ 107.1

TITLE	JOB SPEC #
Communication Technician 2/C	+ 107.2
Communication Technician 3/C	+ 107.3
Customer Service Representative 1/C - P.T.	* 350.5
Customer Service Representative 2/C - P.T.	* 350.6
Customer Service Representative 3/C - P.T.	* 350.7
District Representative	+ 207.1
Electrician 1/C	+ 133.1
Electrician 2/C	+ 133.2
Electrician 3/C	+ 133.3
Equipment Operator	+ 102.2
Equipment Operator – Dynamite Handler	+ 102.3
Equipment Operator – Special	+ 102.4
Field Clerk/Storekeeper	+ 156.0
Gas Mechanic Welder 1/C	+ 124.2
Gas Mechanic Welder 2/C	+ 124.3
Gas Mechanic Welder 3/C	+ 124.4
Gas Meter Repairman/Repairwoman 1/C	+ 126.1
Gas Meter Repairman/Repairwoman 2/C	+ 126.2
Gas Meter Repairman/Repairwoman 3/C	+ 126.3
Gas Production Man/Woman 1/C	+ 123.1
Gas Production Man/Woman 2/C	+ 123.2
Gatekeeper	+ 119.4
General Maintenance Man/Woman 1/C	+ 141.1
General Maintenance Man/Woman 2/C	+ 141.2

TITLE	JOB SPEC #
Head Cleaning Worker	* 138.6
Hydro Station Operator 1/C	+ 114.3
Hydro Station Operator 2/C	+ 114.4
Mechanic 1/C	+ 132.1
Mechanic 2/C	+ 132.2
Mechanic 3/C	+ 133.0
Order Dispatcher 1/C	+ 154.1
Order Dispatcher - Trainee	+ 154.3
Protective Equipment Tester	+ 105.4
Relay Technician 1/C	+ 108.1
Relay Technician 2/C	+ 108.2
Relay Technician 3/C	+ 108.3
Roving Chief Mechanic - Operator	+ 117.0
Roving Mechanic Operator 1/C	+ 117.1
Roving Mechanic Operator 2/C	+ 117.2
Roving Mechanic Operator 3/C	+ 117.3
Service Worker A (HV)	+ 109.1
Service Worker B	+ 109.2
Splicer 1/C	+ 104.1
Splicer 2/C	+ 104.2
Splicer 3/C	+ 104.3
Splicer Helper	+ 104.5
Stock Handler	+ 140.2

TITLE	JOB SPEC #
Substation Operator 1/C	+ 114.5
Substation Operator 2/C	+ 114.6
Tester 1/C	+ 110.1
Tester 2/C	+ 110.2
Tester 3/C	+ 110.3
Utility Worker	+ 103.2
Utility Worker (Project Trainee)	+ 103.3
Working Foreman/Forewoman 2/C	+ 131.2
Working Foreman/Forewoman 2/C (E&S)	+ 130.1

+ = I.B.E.W., T&D

* = I.B.E.W., TOC

Exhibit 109 (Reserved)

+ Exhibit 110

(Amended 7/1/98)

(Amended 5/1/2003)

ASSIGNMENT OF VEHICLES

1. This Agreement is made for the term of the Labor Agreement commencing 7/1/98.
2. Item 29 of the 1977 Memorandum of Agreement is hereby *superseded by this document for the term of the Agreement.*
3. The Company will offer vehicles to Commercial Representatives, District Representatives and Commercial Specialists as designated below to be taken home and used for commutation between their home and their work headquarters. All District Representatives (207.1), District Representatives Special (207.7), Commercial Specialists (206.0), Commercial Representatives 1/C (207.2), Commercial Representative - Special (207.0) and Commercial Representatives 2/C (207.3) with 18 months' time in grade will be offered a vehicle, provided that each such employee has a 30% or greater response record under the Callout Response Program.

Any individual so assigned a vehicle (including those previously assigned a vehicle who thereafter became ineligible for such assignment) will be required to pay the fleet operating rate (at a rate of \$.18 at April 30, 2003) for all their commutation miles to and from work. Such rate may be adjusted annually each July 1 by the Company to be at the same rate charged to Management employees. However, such rate shall not be adjusted beyond \$.18 during the term of the Labor Agreement.

However, those 34 employees assigned vehicles, on June 30, 1998, will not be subject to such costs, so long as they continue to be assigned a vehicle and they do not transfer (including by promotion) from the headquarters to which they are assigned as of July 1, 1998; if they become ineligible for such an assignment and thereafter become eligible, they shall be subject to such costs.

4. The Company will review the callout response record, as determined under the Callout Response Program, (for the past 12-month review period, July 1 through June 30) of employees who are assigned, or eligible to be assigned, such vehicles on such annual basis on July 1 of each year. Copies of such records will be provided to the President and Business Manager of Local Union 320, I.B.E.W. Employees who have a callout response record below 30% under the Callout Response Program (dated 8/11/93) will become ineligible for the assignment of a vehicle for the next 12-month review period commencing July 1 except as provided for by the following:

(i) If the employee's callout response record is below 20%, the employee will become ineligible for assignment of a vehicle for the next 12-month review period. For any subsequent review period, if the employee's response record is 30% or higher, the employee will be offered a vehicle.

(ii) If the employee's callout response record is below 30%, but is 20% or higher, the employee will remain eligible for the assignment of a vehicle for the next 12-month review period. If the employee's callout response record during this subsequent period is 30% or higher, the employee will retain the vehicle. If the employee's callout response record during this subsequent period is below 30%, or if the employee has previously been permitted to retain the vehicle under this paragraph (ii), the employee will become

ineligible for the assignment of a vehicle and will be treated as provided for in paragraph (i) above.

5. The Company maintains the right to call employees who can respond most promptly in cases of a nature which, in the consideration of Management (which includes System Operations and the Control Center outside of an employee's basis work week), require immediate attention. This includes the right to call employees out of turn on a callout list and to call employees who live closest to the problem regardless of the callout list they are on.
6. All callouts will be made in accordance with Exhibit +17 and Item 16 of the 1962 Memorandum of Agreement.
7. Reserved.
8. Reserved
9. Company radios shall be left on while commuting between home and work headquarters and vice versa. Employees will communicate their departure and arrival information over the radio in accordance with the Company Radio Procedure. Employees called out on the Company radio prior to, or following, the employees' basic workday will be paid for a callout in accordance with the terms of the Labor Agreement.
10. Any employee who is assigned a vehicle will require a minimum of 23 callout attempts over the 12-month review period referenced in Section 4 above before his/her callout response record will be utilized to determine his/her eligibility to retain a vehicle under this Agreement.
11. Except as provided in this Agreement, all employees covered by this Agreement will continue to be subject to the terms of the Callout Response Program dated 8/11/93.
12. If an employee and his/her supervisor cannot resolve issues related to the assignment of vehicles pursuant to this Agreement, these issues will be submitted to the President and Business Manager of Local 320, and the Company's Manager of Labor Relations and Benefits.

Exhibit 111

July 1, 1998

The Company will continue the past practice of permitting the incumbent (as of 7/1/98) Union Presidents and Business Managers to take time off without pay (but with continuation of benefits) for Union Business ("UB") and of paying for Company-related Union Business ("Co/UB") for each Union President and Business Manager. The Company will continue this custom and practice for such incumbents while either or both remain in any "Local Union Position" (as defined below).

If there is only one incumbent in a Local Union Position and a second employee is elected or appointed to serve in a Local Union Position, the Company will pay for the Company/UB and the Company work time and one-half the premiums for the Health, Dental and Vision Plans for such second employee as well as continuing such second employee in the Group Life Insurance Plan and Retirement Income Plan at the Company's cost. Such second employee shall be eligible to participate in SIP. Any coverage for such second employee will be subject to any required employee contribution except that no such contribution will be required for Health Benefit Plan coverage.

When such incumbents are no longer in Local Union Positions the Company will continue such past practice for no more than (1) representative of the Local Union, taking both Locals as a whole, and such representative shall be either the President and Business Manager, the Assistant Business Manager or the Business Representative ("Local Union Positions") provided that any such individual has a membership of 50% or more of Company employees.

If the two incumbents are no longer in a Local Union Position and if a second employee is elected or appointed to serve in a Local Union Position and does not continue to work in his/her normal Company classification, such employee's salary for Company/UB and UB and all holidays, vacation, personal time and sick time and all benefit plan premiums will be paid by the Union provided that any such individual is an employee of the Company and further provided that the Local Union of such individual has a membership of 50% or more of Company employees. Such second employee will be continued in the Retirement Income Plan at the Company's cost. Such employee shall be eligible to participate in SIP.

If an employee who is elected or appointed to serve in one of the Local Union Positions continues to work in his/her normal Company classification (works four consecutive hours or more of his/her job in a day) the parties will meet to fully discuss what amendments to these provisions are necessary in that particular case.

There will be no change to the practice of allowing additional employees (not in Local Union Positions) to be released for unpaid UB or paid Co/UB with prior notice to the Company by the appropriate Local Union.

If employees of Central Hudson do not make up more than 50% of the membership of a particular Local Union, employees who choose to remain in their Local Union Positions (in that Local Union) full time will be placed on a leave of absence under Article VIII I. 2., not to exceed two years, but will not receive any benefits during that period of time except that they would continue to participate in the Retirement Income Plan, subject to the provisions thereof. Such employees will have returnable rights to the Company for a maximum of two years unless otherwise mutually agreed to.

The Leave of Absence provisions of Article VIII I. 2. and any other provisions of this Exhibit will not extend to employees elected/appointed to Local Union Positions if the existing Locals become combined with a Labor Union not currently representing Company employees. The Leave of Absence provisions in Article VIII I. 2. and any other provisions of this Exhibit will not extend to employees appointed as International Representatives unless otherwise mutually agreed to.

+ Exhibit 112

(Item 1994-28)

(Amended July 1, 1998)

(Amended 5/1/2003)

Construction Maintenance Job Area Reporting Program

1. In consideration for increasing the pay of Construction Maintenance Man/Woman 1/C to Pay Group 17.1 and Chief Construction Maintenance Man/Woman to Pay Group 19.1 (top step only), the Company will expand the duties of Construction Maintenance personnel to perform general construction work associated with site preparation, construction and demolition of structures (including

buildings, substations and poles), trenching, earth moving, and property maintenance.

2. The Pay Group of Chief Construction Maintenance Man/Woman shall be increased to Pay Group 19.1 (top step only); the pay group of Construction Maintenance Man/Woman 1/C shall be increased to Pay Group 17.1.
3. The Company shall have the right to assign Construction Maintenance personnel temporarily to any job site with sanitary facilities, drinking water and provision for storage out of the weather, prior to job site reporting or temporarily to any of the existing normally staffed Company headquarters, in each case within a radius of 20 miles of the employee's assigned headquarters. It is agreed that both the existing Ellenville and Stanfordville headquarters shall be included with the existing normally staffed Company headquarters to which Construction Maintenance personnel may be temporarily assigned under this agreement. Those assigned Construction Maintenance personnel will report at *the beginning of the work day to and be dismissed at the end of the work day from that temporary job site or temporary headquarters.*

Additionally, when required to report to a job area within said 20-mile radius other than the employee's assigned headquarters, the employee will be reimbursed for travel costs related to any additional tolls and any additional mileage from the employee's home to the designated job area in excess of the mileage from his or her home to the assigned headquarters. Reimbursement will be based on the road miles driven and paid in accordance with the mileage rate established in Article V P of the Labor Agreement.

For the purpose of job site reporting, projects must start with a minimum of 3 consecutive days and also have an estimated completion date. In order to equitably distribute overtime, job site reporting projects that last longer than 3 months or that are suspended for longer than 4 weeks will be reassigned to available rovers based on the then current rover list.

Mobilization and de-mobilization will be on Company time.

A pointer, similar to callouts will rotate among the Construction Maintenance Men/Women within the District, based on the number to be assigned which is declared by

management. The foregoing excludes the Chief Construction Maintenance Man/Woman (141.8).

Notification will be at least 5 working days and "swaps" will be allowed within 48 hours. Swaps between employees are confined to employees assigned to the same headquarters unless approved by management. An employee already assigned to a roving job cannot swap out of such job assignment without permission of management.

The Company retains the right to declare, from the roving list, the number of employees required to "rove" and from which district or districts they will be chosen.

4. In addition, the duties of these two job classifications will be expanded as set forth in the revised Exhibit 19 and the revised job specifications attached thereto. This will allow the performance of skilled maintenance and construction work at any of the Company's offices, properties, rights-of-way, or plants, in accordance with such attached revised job descriptions.
5. Reserved.
6. Employees in job specification numbers 141.8, 128.1 and 128.2 will be eligible for the 6-month Family Care Leave of Absence Program.

Exhibit 113

(Grievance 1993-20 & 21)

The Company will reimburse the grievants for their 2nd CDL permit application fee.

Without precedent or prejudice to the position of either party, the parties agree that Central Hudson is only obligated to pay for the initial CDL permit application and initial road test.

Exhibit 114

(07/01/98)

(Amended 5/1/2003)

The following will be effective upon the sale/transfer of both of the Company's fossil fueled production plants:

For the purpose of this program only, the Company is willing to permit a full-time employee of the Company whose driver's license has been suspended/revoked to transfer to the position of Cleaning Worker until the employee's driver's license is restored. Employees who lose or have their driver's license suspended/revoked for other than medical reasons (which are unrelated to substance or alcohol abuse), will be assigned to the position of Cleaning Worker under the following conditions:

1. Consistent with the operating needs of the Company, a limited number of positions of Cleaning Workers at South Road shall be made available. If because of such limitation, no such position is available to such an employee, the Company and Union shall mutually agree on an alternate assignment that can be performed in Pay Group 10 where the requirement to have a driver's license can be waived.
2. Except as otherwise provided in paragraph 1 above, employees will be assigned to the classification of Cleaning Worker at South Road at Pay Group 10 (Step 3) if the position from which the employee comes is in Pay Group 10 or greater otherwise at their existing Pay Group, with a 40-hour basic workweek and the benefits of a full-time employee. An employee so assigned will be paid at Pay Group 10 for a period of three (3) years after which the pay will be reduced to the rate for Cleaning Worker (139.1). During such assignment, the requirement to have a valid driver's license will be waived.
3. Such employees may be assigned to a work schedule in accordance with the job specification and Labor Agreement.
4. Employees who have their driver's license restored within two (2) years of the suspension/revocation shall be returned to their former classification, headquarters and pay applicable thereto. After two (2) years, the employee must bid a classification to be transferred out of the Cleaning Worker's position.
5. Any employee who has his/her driver's license suspended/revoked a second time in his/her career shall be assigned to the classification of Cleaning Worker and pay applicable thereto. Any such employee who had his/her driver's license suspended/revoked a second time will not be returned to his/her former classification except through the post and bid procedure.

6. Any employee who has his/her driver's license suspended/revoked a third time may be discharged.
7. Any such employee who elects not to transfer to the position of Cleaning Worker shall be subject to discharge.
8. The TOC job specification of Cleaning Worker is not required to have a valid driver's license. Cleaning Workers who possess a valid driver's license may be assigned to operate a Company vehicle to perform duties consistent with their job specification. All of the job specifications, except Cleaning Worker will be amended to include the following language: Must possess and maintain a valid driver's license.

If a long-term employee has not maintained a driver's license, the Company will consider the circumstances of that employee and their job duties and will give consideration to waiving the license requirement for such individual.

9. *Item 1977-M24 will be amended to include the following sentence: In the event a temporary position is posted as a result of backfilling a vacancy created by an employee losing their driver's license, such one-year period may be extended up to an additional year upon the mutual agreement of the Union Business Manager and the Company's Labor Relations Manager.*
10. Employees who have had their driver's license suspended/revoked for reasons other than drug or alcohol violations shall be transferred in accordance with the terms of Exhibit 114. However, such employee's pay shall not be reduced to the Cleaning Worker level for a period not to exceed 90 days in order for the employee to deal with the appropriate authorities concerning the reinstatement of such driver's license. Such 90-day suspension of the pay reduction will be valid only as long as such employee notified the Company of such loss of license immediately following his/her knowledge of such loss.

Exhibit 1157/1/98(Amended 5/1/2003)District Representative/District Representative
Trainee Selection

In the event the Company is unable to fill a posted position of District Representative or District Representative – Special, the Company will post for a Commercial Representative 2/C who will progress to Commercial Representative 1/C (or Commercial Representative – Special). This successful applicant will be required to establish residency not more than one (1) mile outside of the boundary of the municipality designated by the Company in the job posting, but within the Company's service territory, within 3 months of being assigned to such Commercial Representative 2/C position. After spending 1½ years as a Commercial Representative 1/C or Commercial Representative – Special the individual will be promoted to the position of District Representative or District Representative – Special without examination. The successful applicant will be ineligible for a lateral transfer or bidding down to Commercial Representative 2/C, 1/C or Special until such applicant has been a District Representative or District Representative – Special for 3 years. The individual will not be offered a vehicle for commutation purposes, until reaching 18 months' time in grade as a Commercial Representative 2/C. (See Exhibits +95 and 122)

Exhibit 1162003-23Grievance Answer 2002-15, 2002-27

The Company agrees that during times of storm restoration and other emergencies that bargaining unit employees, who have the skills for the work that is needed to be performed, will be utilized to the extent possible under the circumstances, before the Company resorts to other forms of assistance. (See Exhibit +17 and Exhibit *53)

Exhibit 117(1998-10 Exhibit J)(2003-27)

Provisions related to the effect on classified employees of the sale of the Roseton and/or Danskammer Plants are contained in this Exhibit which includes a new Fossil Production Plant Agreement with Local 320.

The following is made in recognition of the competitive and restructuring forces that are changing the utility industry. These changes include the sale/transfer of the Company's fossil fueled generation. As part of these changes, the PSC has mandated the sale/transfer by auction of the Company's ownership interest in each of the Roseton and Danskammer fossil production plants ("fossil production plant(s)"). Therefore, the Company and Union agree as follows:

7. Any employee assigned to a fossil production plant, who would be age 50 and would have 25 years of service with the Company by January 1, 2001, shall be offered, by September 1, 1998, the opportunity to transfer to a position established by the Company to meet its needs outside the fossil production plants. Such offer must be irrevocably accepted within 15 working days of the date that such offer of transfer is made. The date of transfer of employees who have accepted such offer will occur between the time of such acceptance and the actual sale/transfer of ownership of the production plant to which they are assigned. The date of such transfer of, and the classification assignment for, the individual will be at the discretion of the Company (giving consideration to the needs of the Company and the personal preferences, qualifications and abilities of the employee ("Standard")) and will be to a position in Local 320 subject to review pursuant to paragraph 9 below. Such employees may be reassigned further from time to time by and at the discretion of the Company giving consideration to the Standard after review with the Unions. Any employee who accepts such offer of transfer or who is thereafter reassigned will be transferred/reassigned under the following conditions:

Such employee, who will be age 55 or older with 25 years or more of service on January 1, 2001, will be transferred/reassigned at 100% of his/her existing rate of pay and subject to receiving all future general wage and benefit increases. Employees who will be eligible for such transfer/reassignment at 100% of said pay rate are listed in Exhibit A-1 attached.

Such employee, who will be age 50, but less than age 55, with 25 years or more of service on January 1, 2001, will be transferred/reassigned at 90% of his/her existing rate of pay and subject to receiving all future general wage and benefit increases. Employees who will be eligible for such transfer/reassignment at 90% of said pay rate are listed in

Exhibit A-1 attached. If such employee is transferred/reassigned to a job in a pay group less than the pay group he/she was in but greater than 90% of his/her former pay rate, he/she shall receive the pay rate of the new job. When transferring/reassigning such employees, the Company will give preference for assignments at or near their former rate of pay giving consideration to the Standard. Any such employee transferred/reassigned shall accrue benefits in the Retirement Income Plan and the Group Life Insurance Plan at the Plan Class level determined by the rate of pay in the production job he/she was transferred out of and subject to being placed in a higher Plan Class to reflect general wage increases. Such employee will make health care contributions based on his/her actual rate of pay.

All such employees transferred/reassigned shall be eligible for additional mileage reimbursement in accordance with Article V P of the 1998 Local 320 T&D Labor Agreement or Article V H of the 1998 Local 320 TOC Labor Agreement, as applicable.

Any such employees shall not be transferred/reassigned to a job in a higher pay rate than his/her former pay rate in production.

If any such employee voluntarily bids for and accepts a posted position after accepting such offer of transfer or after being reassigned under this paragraph 7 by the Company, such employee shall be placed in the pay group and associated benefit levels for that position (i.e. such employee shall lose the salary and benefit plan protections contained in this paragraph 7). Such employee shall only be deemed to have accepted such posted position if such employee does not exercise their two-week returnable rights.

9. A Review Committee consisting of not more than four (4) representatives of Management and not more than four (4) representatives of the Local Union shall meet at the request of either party if necessary, to discuss any areas of concern that may arise under paragraph 7 of this Exhibit. Any concerns under paragraph 7 of this Exhibit will be submitted to the Review Committee for discussion and resolution.

In the event the Review Committee is unable to resolve any such issue which comes before it, such issue may be submitted to step 2 of the Grievance Procedure at either

Party's request and such grievance shall be expedited. A Committee shall hear any such grievance in Step 2, which Committee shall consist of the same representatives referred to in Paragraph A3 of Article X of the Labor Agreement.

Exhibit A-1

Employees Eligible for Transfer at 100% of Pay Rate

<u>Strachan, Dorthy J.</u>	<u>Gatekeeper</u>	<u>Roseton</u>
<u>DeMeo, Constantine</u>	<u>Chief Plant Technician</u>	<u>Danskammer</u>
<u>Sims, David</u>	<u>Chief Yardman/Yardwoman</u>	<u>Danskammer</u>
<u>DuBois, Barton H.</u>	<u>Results Technician 1/C</u>	<u>Danskammer</u>
<u>Dunn, David L.</u>	<u>Chief Control Operator</u>	<u>Roseton</u>
<u>Lanigan, Richard A.</u>	<u>Plant Mechanic 1/C</u>	<u>Danskammer</u>
<u>Guido, Claire O.</u>	<u>Storekeeper</u>	<u>Roseton</u>
<u>Swartz, Francis D.</u>	<u>Chief Yardman/Yardwoman</u>	<u>Danskammer</u>
<u>Lyons, Jesse</u>	<u>Chief Production Maint. M/W</u>	<u>Roseton</u>
<u>Farino, Thomas J.</u>	<u>Chief Plant Mechanic</u>	<u>Roseton</u>
<u>Marchione, Richard J.</u>	<u>Chief Plant Mechanic</u>	<u>Danskammer</u>
<u>Lippman, Robert W.</u>	<u>Chief Control Operator</u>	<u>Roseton</u>
<u>Clegg, Thomas J.</u>	<u>Chief Control Operator</u>	<u>Danskammer</u>
<u>Madrick, Steven J.</u>	<u>Plant Mechanic 1/C</u>	<u>Danskammer</u>
<u>Pitcher, Wilmore G.</u>	<u>Plant Helper</u>	<u>Danskammer</u>
<u>O'Malley, Jr., John J.</u>	<u>Plant Mechanic 1/C</u>	<u>Danskammer</u>
<u>Duffy, Michael J.</u>	<u>Results Technician 1/C</u>	<u>Danskammer</u>
<u>Miggins, Michael T.</u>	<u>Production Plant Cleaner</u>	<u>Roseton</u>
<u>Wright, Edward F.</u>	<u>Production Plant Clerk</u>	<u>Danskammer</u>
<u>Smith, Wayne R.</u>	<u>Plant Mechanic 1/C</u>	<u>Danskammer</u>
<u>Masten, John D.</u>	<u>Chief Prod. Maint. M/W</u>	<u>Danskammer</u>
<u>Johnson, Samuel A.</u>	<u>Plant Mechanic 1/C</u>	<u>Roseton</u>
<u>Branning, Thoms R.</u>	<u>Plant Technician 1/C</u>	<u>Danskammer</u>

Employees Eligible for Transfer at 90% of Pay Rate

<u>Ferris, Vincent E.</u>	<u>Chief Control Operator</u>	<u>Danskammer</u>
<u>Bevier, Russell C.</u>	<u>Plant Mechanic 1/C</u>	<u>Danskammer</u>
<u>Bunt, George D.</u>	<u>Plant Technician 1/C</u>	<u>Danskammer</u>
<u>Hahn, Richard A.</u>	<u>Results Technician 1/C</u>	<u>Roseton</u>
<u>Bayack, Raymond S.</u>	<u>Plant Technician 1/C</u>	<u>Roseton</u>
<u>Dougherty, Robert J.</u>	<u>Plant Mechanic 1/C</u>	<u>Danskammer</u>
<u>Yantz, Jr., Conrad J.</u>	<u>Chief Control Operator</u>	<u>Danskammer</u>
<u>Thomas, Glenn P.</u>	<u>Chief Control Operator</u>	<u>Roseton</u>
<u>Grillo, John</u>	<u>Chief Plant Technician</u>	<u>Roseton</u>
<u>Slechta, Robert C.</u>	<u>Results Technician 1/C</u>	<u>Roseton</u>

+ Exhibit 118July 1, 1998 (Item 35 of 1998 Neg. - Ex F)(Amended 5/1/2003)Exhibit FELECTRICIAN JOB AREA REPORTING PROGRAM

Multiple/alternate headquarter reporting is being established for Electricians and Working Foremen/Forewomen 2/C (LES&T - Electricians). This provision includes normally staffed headquarter reporting and project site reporting. The Company shall have the right to temporarily assign such designated roving persons to any project site. In addition, the Company shall have the right to temporarily assign said employees to any of the existing normally staffed Company headquarters. Those assigned personnel will report at the beginning of the work day to and be dismissed at the end of the work day from that temporary work site or headquarters.

1. The total number of Electricians and Working Foremen/Forewomen 2/C (LES&T - Electricians) in this "roving" group will be the bottom 50% by seniority of each classification, not to be less than 2 Working Foremen/Forewomen 2/C (LES&T) and 7 Electricians 1/C. Any employees who held the classification of Electrician 1/C or Working Foreman/Forewoman 2/C (LES&T - Electrician) as of 7/1/98 are grandfathered and exempt from this roving agreement except where otherwise provided for in the agreement. Mr. George Dudar will be exempt from this Program after 7/1/2003.
2. The initial assignment will consist of 3 of the existing Electricians 1/C and 1 existing Working Foreman/Forewoman 2/C (LES&T) (both classifications by reverse seniority) plus any other new postings. The existing 3 Electricians 1/C will be in the Program for 18 months. All new postings or positions fillings for Electricians will provide for roving until 50% of the complement is roving. Any roving positions not filled because of disability will be filled by the next least senior person.
3. This Program will only be in effect if the total number of Working Foremen/Forewomen 2/C (LES&T - Electricians) equals or exceeds 6 and the total number of Electricians (1/C, 2/C and 3/C) equals or exceeds 15. The Company will not upgrade Electricians to Working Foreman/Forewoman

2/C (LES&T) for the purpose of increasing the roving complement under this Program.

4. For the purpose of job site reporting, projects must start with a minimum of 3 consecutive days and also have an estimated completion date. In order to equitably distribute overtime, job site reporting projects that last longer than 6 months or that are suspended for longer than 4 weeks will be reassigned to available rovers based on the then current rover list as detailed in paragraphs 7 and 9.
5. The sites must include sanitary facilities, drinking water and provision for storage out of the weather, prior to job site reporting.
6. Mobilization and de-mobilization will be on Company time.
7. Notification will be at least 5 working days and "swaps" will be allowed within 48 hours. Swaps between employees are confined to employees assigned to the same headquarters (See paragraph 10) unless approved by management. An employee already assigned to a roving job cannot swap out of such job assignment without permission of management.
8. Roving Electricians assigned to a project site will not be subject to the following restrictions regarding the assignment of overtime referred to in Exhibit 17: District employees being assigned to overtime within a District prior to employees from outside the District. Employees assigned to the project that are not rovers will be offered overtime in accordance with Exhibit 17.
9. A pointer, similar to callouts, will rotate among the rovers within the District, based on the number to be assigned which is declared by management.
10. The Company retains the right to declare, from the roving list, the number of employees required to "rove" and from which District or Districts they will be chosen.
11. The "rovers" will be included in the "Callout List" and the "Scheduled Overtime List" based on their permanent headquarters.
12. The radius of the Program will be computed from the employee's permanent headquarters and will be limited to a distance within the existing franchise area or if outside the

franchise are to facilities presently owned by Central Hudson.

13. Employees assigned to roving will receive the payments outline below based on the assignment. The flat amounts shown will be paid as additional wages (i.e. taxes will be taken out).

Effective May 1, 2003:

<u>Miles from</u>	<u>Daily Payment</u>
<u>Permanent Headquarters</u>	
<u>0 - 10 miles</u>	<u>\$6 plus mileage and tolls</u>
<u>Greater than 10.0 - 15 miles</u>	<u>\$12 plus mileage and tolls</u>
<u>Greater than 15.0 - 20 miles</u>	<u>\$18 plus mileage and tolls</u>
<u>Greater than 20.0 - 25 miles</u>	<u>\$25 plus mileage and tolls</u>
<u>Greater than 25.0 miles</u>	<u>Article V G</u>

Effective May 1, 2005:

<u>Miles from</u>	<u>Daily Payment</u>
<u>Permanent Headquarters</u>	
<u>0 - 10 miles</u>	<u>\$7 plus mileage and tolls</u>
<u>Greater than 10.0 - 15 miles</u>	<u>\$14 plus mileage and tolls</u>
<u>Greater than 15.0 - 20 miles</u>	<u>\$21 plus mileage and tolls</u>
<u>Greater than 20.0 - 25 miles</u>	<u>\$28 plus mileage and tolls</u>
<u>Greater than 25.0 miles</u>	<u>Article V G</u>

When required to report to a job site or headquarters pursuant to this Program, the employee will be reimbursed for travel costs related to any additional tolls and any additional mileage from the employee's home to the designated job site or headquarters in excess of the mileage from his/her home to the assigned job site or headquarters. Mileage payment will be made in accordance with Article V P of the Labor Agreement.

14. Initially, one Communication Technician may be assigned to roving under the same terms and conditions of this Program provided the complement of Communication Technicians is at least 6. The assignment of such roving Communication Technician shall be made through the post and bid procedure (or by transfer from the production plants as part of 1998 Labor Negotiations). The Company shall post for a rover on or about August 1 and give existing Communication Technicians the opportunity to accept such assignment. If no existing Communication Technicians accept the roving position, such position will be filled by the next Communication Technician 3/C. All future Communication Technician postings will be roving until

50% of the complement is roving. Any employees who held the classification of Communication Technician 1/C as of 7/1/98 are grandfathered and exempt from this roving agreement except where otherwise provided for in this paragraph 14. The number of Communication Technicians in this "roving" group will be the bottom 50% by seniority, not to be less than 3. The agreement in this paragraph 14 will only be in effect if the total number of Communication Technicians equals or exceeds 6.

15. Initially, one Relay Technician may be assigned to roving under the same terms and conditions of this Program provided the complement of Relay Technicians is at least 7. The assignment of such roving Relay Technician shall be made through the post and bid procedure (or by transfer from the production plants as part of 1998 Labor Negotiations). The Company shall post for a rover on or about August 1 and give existing Relay Technicians the opportunity to accept such assignment. If no existing Relay Technicians accept the roving position, such position will be filled by the next Relay Technician 3/C. All future Relay Technician postings will be roving until a complement of 50% roving is obtained. Any employees who held the classification of Relay Technician 1/C as of 7/1/98 are grandfathered and exempt from this roving agreement except where otherwise provided for in this paragraph 15. The number of Relay Technicians in this "roving" group will be the bottom 50% by seniority, not to be less than 3. The agreement in this paragraph 15 will only be in effect if the total number of Relay Technicians equals or exceeds 7.
16. An agility test for Electricians 3/C will be established. The agility test will be administered jointly by the Union and management and will be given to the Electricians between 6 and 9 months in grade. The test will be based on performing common work tasks. Such agility test will also be given to any employee who is transferred into the position from the production plants.
17. The classifications of Electricians and Working Foremen/Forewomen 2/C (LES&T - Electricians), Relay Technicians and Communication Technicians shall be added to the Family Care Leave of Absence Program in Exhibit 107.
18. The Company will post or fill 3 Electricians by October 1, 1998 and an additional 2 Electricians by January 1, 2001.

19. The Company will post for 1 additional Working Foreman/Forewoman 2/C (LES&T – Electrician) roving by August 1, 1998.
20. Item 1981-34 will be modified to include the posting of Electrician, Relay Technician and Communication Technician headquarters by 2/C. Such modification will be effective August 1, 2000.
21. The Labor Agreement, through this document, will be modified to include the following: In the event there are 3 or more persons consisting of Communication Technicians, and/or Relay Technicians, or any combination of such classifications with Electricians, Mechanics (Rigger), or Construction Maintenance personnel working at a specified integrated assignment, excluding any switching, and none of the group is a Working Foreman/Forewoman 2/C (LES&T), the senior person of such crew shall be in charge and, if such assignment is for 1 or more consecutive hours, shall be upgraded two pay steps above their present pay during such assignment. Such upgrade will be made in accordance with Exhibit 72 of the Labor Agreement and with prior knowledge and direction of Supervision. This paragraph 21 shall be added to Exhibit 72 of the Labor Agreement.
22. This Program does not represent an agreement for permanent staffing. It is recognized that it is necessary to meet the minimum numbers in Paragraphs 3, 14 and 15 to retain the roving Program.

+ Exhibit 119
November 27, 2001
2003-44

2nd Step Grievance Settlement 97-07, 97-20, 97-21, 97-22, 97-26

In settlement of the above mentioned grievances, the parties agree the Communication Technicians will apply the settings to the Remote Terminal Unit that is the subject of this grievance and that have been developed/established by others. In the event the technology associated with the application of such settings changes either party may cancel this agreement by giving the other party 30 days written notice of such cancellation.

* Exhibit 120March 15, 2002(Amended May 1, 2003)

1. The normal vacation period for all Customer Service Representatives (full and part time) shall be as established in the full time Labor Agreement.
2. The selection of vacation periods for all Customer Service Representatives shall be on the basis of seniority.
3. Supervision will issue the vacation request form for all Customer Service Representatives on or before January 15th in any year. All Customer Service Representatives (full and part time) shall submit their vacation requests to supervision no later than March 1st of any year. The Company shall post the approved vacation schedule by March 22nd in accordance with paragraph VIII C 2 of the Labor Agreement.

* Exhibit 121December 19, 2001(Amended May 1, 2003)2nd Step Grievance Answer 2000-109

The Company will upgrade the Garage Helper two pay steps (pay group 13.1) for the continuous time spent of at least one hour or more in loading, transporting, and unloading equipment (eg. Backhoes, bulldozers) on a flatbed machinery trailer, (company class 930).

Exhibit 122November 25, 1992(Amended May 1, 2003)

In settlement of grievances 90-15 and 90-16, the Company and Union agree as follows:

1. The Company will post for an additional four (4) District Representative (207.1) positions or four (4) District Representative - Special positions or any combination of four (4) such positions to bring the total combined number of these positions to seven (7). In the event the Company is unable to fill any of the seven (7) positions referred to above through the post and bid procedure, the Company will fill the position in accordance with Exhibit 115.

2. A new position, entitled "District Representative - Special" will be established. The existing position description of District Representative will be modified to include the following: "This is a shift job but the hours need not conform to rotating shift schedules". In essence, the new position will function in accordance with Exhibit 95 in the same manner as Commercial Representative - Special with regard to assignment of hours of work and days of work as operating conditions require for the location at which the District Representative - Special is assigned.
3. All existing District Representatives would be grandfathered in their current positions unless they elect to bid on a District Representative - Special position. All new positions to be filled, beginning with the additional four (4) positions as agreed to here may be filled with District Representative - Specials. As the grandfathered District Representatives leave their position, the Company may, at its option, replace these individuals with District Representative - Specials.
4. At the time any one or more positions are vacated by the incumbent(s), the assignment of District Representatives and District Representative - Specials (i.e. where they will work, where they will be headquartered and where they will reside) will be at the sole discretion of the Company and the Company may change the assignment at its sole discretion.
5. The total number of District Representative - Specials, Commercial Representative - Specials and Commercial Representative 2/C (who have 18 months or more of service in the position) will be consistent with the total number agreed to in the Agreement (i.e. a maximum of 24).
6. This agreement settles all issues covered in the originally filed grievances. (See Exhibits +95 and 115)

+ Exhibit 123
2003-64

District Representative Working From Home

The Company and Union agree that the Company may assign, at its sole discretion, a District Representative or District Representative - Special to start and finish their workday from their residence. The assignment of such individual to start and finish their workday from their residence will be done with the approval of the affected employee.

The following conditions will be satisfied as part of any assignment of a District Representative or District Representative – Special to start or finish their workday from their home:

1. The residence satisfies the residency requirements of the posting.
2. The employee's residence is in an area that supports the needed technology necessary for communications necessary from the Company to the employee's residence.
3. The Company will provide and/or pay for business machines and communications equipment (including but not limited to phones, phone lines, cable connections, related interconnection devices and computer equipment) that enable the employee to start and finish their workday from their residence.
4. The Company will provide office furniture, if an individual requests, consisting of desk, chair, file cabinet, bookcase or any other furniture the Company deems necessary and office supplies.
5. In the event the Company elects to terminate this arrangement and subsequently has the employee report to a designated headquarters more than 10 miles from the employee's home, the employee will be protected against the additional cost of transportation (including moving expenses) in accordance with the terms of Article V P of the Labor Agreement.
6. If the Company physically relocates a satellite headquarters (such satellite headquarters include, but are not limited to, Carmel, Highland Falls and Rhinebeck) a distance of more than 10 miles or closes a satellite headquarters, the District Representative or a District Representative – Special assigned to such a headquarters, will have the option to either work from home or travel to and from his/her residence to the designated headquarters on Company time for a period of 18 months. After the initial 18 months, the employee will travel to and from their designated headquarters on their own time or again have the option to work from home. If the affected District Representative or District Representative – special is required to move his/her residence within the residency area to accommodate working from home, the moving expenses will be covered pursuant to Article V P of the Labor Agreement.

In the event the employee is required to start or finish their workday at their designated headquarters, the employee will travel to and from the headquarters on Company time or be paid overtime for travel time outside the normal workday.

+ Exhibit 124

2/23/93

8/11/93

5/15/95

(Amended 5/1/2003)

CALLOUT RESPONSE PROGRAM
For T&D Employees

I. Purpose

Timely and effective callout response by all Central Hudson employees to emergency and other work situations is an essential ingredient in providing safe and reliable gas and electric service to our customers. The purpose of this Program is to improve the present level of callout response and to maintain adequate callout response to provide safe and reliable service to customers.

II. Scope

This Program is designed to standardize the method of calculating callout response records for each T&D employee as well as the procedure for addressing employees who fail to maintain an acceptable callout response record as defined by this Program.

All T&D employees are subject to the provisions of this program and will be required to accept a minimum of 20% of the calls chargeable to him/her during the review period in order to be considered to have an acceptable callout response record.

III. Definitions

A. The number of calls accepted as a percentage of calls made will be used to determine callout response. The callout data to be maintained and calls charged to an employee's record will be as follows:

1. Total calls made.
2. Total calls accepted.
3. Total calls refused.

4. Total calls unavailable or no response.
 - a. No answer (minimum of 10 rings).
 - b. Line busy.
 - c. Not home (including responses by answering machines).

Note: 1. An employee will be charged with only one call categorized as not available or no answer and not home for repeated calls within any four-hour time period, subject to a maximum of two chargeable calls in any calendar day.

2. A. All "platform calls" (i.e. callouts made to employees at the headquarters prior to the start of the workday) shall be included in calculating an employee's callout response record. A reasonable attempt will be made to distribute such "platform calls" equitably to available employees. Employees accepting "platform calls" will receive a skip unless they were called first in rotation.

B. Any callout made to an employee after the end of the workday while the employee is still at the work headquarters shall be included in calculating an employee's callout response record.

3. Employees may leave a forwarding telephone number with the Company at any time to enable the Company to contact them instead of trying to call them at home. Also, an employee may give the Company a second telephone number where the employee may be reached.

4. An employee who is mistakenly passed over in the callout process shall be credited with an acceptable call and maintain his/her position on the callout list. If an employee is called out of turn and accepts, he/she will receive a skip.

5. If an employee returns a call within fifteen minutes of being called by Central Hudson and the need for such an employee still exists and the employee accepts, the employee will receive credit for the call. If the need no longer exists, the employee will still be charged for the original call.

B. Employees will be taken off the call list on the day(s) of an absence until the start of the next calendar day (midnight) when full days are charged to the following, unless the employee notifies the Company they wish to remain on the callout list.

1. Floating Holiday
2. Personal Day
3. Leave of Absence
4. Union Business/Company-Union Business
5. Jury Duty
6. Death in the Family
7. Military Leave
8. Illness or Injury (Employees who report to work and subsequently leave due to illness or injury will also be removed from the call list until the start of the next calendar day. Employees who are called the next calendar day after being absent due to illness/injury and who indicate they are still ill/injured will not be charged for such call).
9. Vacation – When vacation is charged for a full week (40 hours within one payroll week), the employee will be removed from the call list for the entire payroll week plus the last portion of their last work day and the remainder of that calendar week and the next Sunday (for example, a day worker will be removed from the call list from 4:30 PM Friday to 11:59 PM the following Sunday). In addition, when an employee is charged for a full payroll week of vacation, any other vacation days or scheduled days off which are contiguous with the payroll week vacation period shall also be included in the time when an employee is removed from the callout list. For example, when an employee takes vacation on Friday and the following Monday through Friday, and the next Monday the employee will be removed from the callout list from the end of their last workday (e.g. 4:30 PM on the first Thursday through 11:59 PM the second Monday). Employees who take a full week of vacation which includes a holiday or holidays will be taken off the call list for the entire payroll week plus the last portion of their last work day and the remainder of that calendar week (e.g. 4:30 PM Friday to 11:59 PM the second Sunday).

In addition, employees will be taken off the callout list automatically for any weekend which is sandwiched by a vacation day(s) on both sides of such weekend

from 4:30 PM of their last day worked until 12:01 AM of their next regularly scheduled workday.

C. Employees will be taken off the call list when their work requires them to be away from home overnight.

D. Employees will be taken off their regular call list when on an alternate duty assignment, provided such restriction is documented with medical documentation. Such employee may be eligible for overtime for the alternate duty assignment.

E. A refused call will not be charged to an employee's record if the employee is called during a rest period.

F. A call will not be charged to an employee's record if direct contact is not made with the employee if the employee is called a) during the first hour immediately following the completion of work or b) during the first hour immediately prior to the commencement of a scheduled work period. This one-hour grace period is designed to recognize the travel time required for employees to reach home from work or work from home.

G. A call will not be charged to an employee's record if the employee is called while working. The Company will make every effort not to call an employee who is already working.

IV. When physical limitations or hardship cases might preclude an employee from responding to callouts, the Company will review each case in advance and make reasonable allowances. However, in no case will permanent exceptions be made. The President and Business Manager of Local 320 will be advised of exceptions made under this paragraph.

V. Administration

A. An acceptable callout response record shall be an acceptance rate of a minimum of 20% of the total calls made to the employee during the review period. A cap of 30 chargeable calls shall be used so that an employee shall have met the 20% minimum acceptance rate when he/she has accepted 6 calls within the first 30 chargeable calls; if an employee has met the 20% acceptance rate within the first 30 chargeable calls or has accepted a minimum of nine (9) calls, he/she shall not be subject to the 20% minimum acceptance rate during the remainder of the applicable

review period. If the employee has (i) not had 30 chargeable calls within the applicable review period, or (ii) not accepted six (6) calls within the first 30 chargeable calls, or (iii) not accepted a minimum of nine (9) calls, the employee still has the obligation to reach a minimum acceptance rate of 20% during the review period.

B. An employee shall have had at least nine chargeable calls during a review period in order to be covered under this Callout Response Program for the review period.

C. The employee's callout response record shall be reviewed every six months (for data from January 1 thru June 30 and July 1 thru December 31, each such (6) six-month period being a "review period").

All reviews of unacceptable callout response will be conducted with the employee within 45 days after the June 30 or December 31 dates.

D. The Company will review an employee's callout response record with the employee when such response is acceptable but between 20% - 25%. The purpose of this review is to alert an employee who was close to the 20% minimum response rate.

E. The Company agrees to maintain the Callout Review Program established in grievance settlement 2002-5, 2002-6, 2002-7 and 2002-8.

F. The modifications to the Callout Response Program contained herein shall not amend or otherwise affect the applicable Sections of "Exhibit 110 (amended 7/1/98) Assignment of Vehicles" with regard to callout response requirements for the assignment of vehicles to Commercial Representatives.

VI. Discipline

A. Employees who have an unacceptable callout response record (i.e. less than a 20% response record) at the end of any review period may be verbally reprimanded by the supervisor and notified that if the employee's callout response record is not brought up to an acceptable level in the next review period, further disciplinary action may be taken.. A record of this verbal reprimand will be made by the supervisor and forwarded to the employee's personnel file and a copy given to the employee.

B. At the end of the next review period the supervisor will meet with the employee. If the employee's callout response record is acceptable, the supervisor will inform the employee of such and document such discussion. A record of this discussion will be made by the supervisor and forwarded to the employee's personnel file and a copy given to the employee.

If the level of response by the employee continues to be unacceptable (provided there has been a sufficient amount of overtime activity to evaluate the employee – minimum of nine calls to the employee's telephone number including "platform calls"), the employee may be given a written reprimand stating that unless the employee's performance improves to an acceptable level, further disciplinary action may be taken (but not as part of the General Performance Review process). The letter will be forwarded to the employee's personnel file and a copy given to the employee.

C. An employee who has had discipline issued up to and including the written reprimand under the terms of this Program and subsequently has three consecutive review periods with an acceptable callout response record shall be treated as if they had a continuous acceptable callout record (i.e. they shall start the disciplinary process at a verbal reprimand for any subsequent period of inadequate callout response).

D. Any review period with less than nine chargeable callouts will be considered as an acceptable report period for purposes of the Program.

E. The process of review, employee counseling and progressive disciplinary action may be utilized to ensure satisfactory callout response is achieved and maintained by the employee.

F. An employee laterally transferring to another headquarters within the same classification carries his/her callout response record to the new location. An employee promoted within an automatic progression job carries his/her callout response record through such series.

VII. Documentation

A record of the daily callout response showing the previous days' callout activity (or weekend activity) for that

headquarters shall be posted on the official bulletin board on a daily basis of said headquarters.

A weekly callout response summary shall be posted on the official bulletin board on a weekly basis. The summary will show the callout response record for each employee for the previous week (number of calls made and number of calls accepted). In addition, the summary will include the cumulative review period to-date information (number of calls made, number of calls accepted and associated percentage it represents). Any inaccurate information on the summary which is verified by the Company shall cause the Company to adjust the employee's official record to accurately reflect the correct information. Such possible inaccurate information shall be brought to the Company's attention as soon as reasonably possible by the employee.

VIII. Revisions

The Company and Union will meet to review this Program from time to time. Such meetings will be held at the request of either party and be held within a reasonable period of time of such request. Any revisions to this agreement shall be mutually agreed to.

IX. The mutually agreed-to Callout Response Program for T&D employees shall become permanent and the parties will continue to meet to discuss modifications to such Program.

X. This Program is not intended to establish a definition of emergency needs but is to improve the overall system callout response by establishing a minimum callout response rate which must be met by each employee. If the overall system callout response does not meet the Company's operating needs, the parties agree that such issue will be subject to discussion in the meetings referred to in paragraph VIII above.

* Exhibit 125
May 1, 2003
2003-74

Exhibit D

The Company and Union agree as follows:

CSR Vacation

In response to the Union's concerns regarding the number of Customer Service Representatives allowed on vacation at any one time, the Company reaffirms that each employee is entitled to two weeks' vacation in the normal vacation period in accordance with Article VIII of the Working Agreement. The Company recognizes that they have added scheduling flexibility because of the availability of CSRs-PT and therefore the parties have agreed as follows:

1. For the purpose of scheduling vacations, beginning in 2004, for Customer Service Representatives of all classifications (Job Specification Numbers 350.0, 350.1, 350.2, 350.3, 350.5, 350.6, 350.7, 350.8 and 350.9) ("CSRs") assigned to the Call Center, the following will be adhered to:
 - a. For all weeks of the year (except as noted below), no less than 8 employees will be permitted to schedule vacation.
 - b. For the day before Thanksgiving Day and for the weeks of Christmas and New Year's, no less than 10 employees will be permitted to schedule vacation.
 - c. The minimum number of CSRs on vacation provisions established in paragraphs 1a and 1b above are limited to the establishment of the annual vacation schedule posted as of March 22nd of any year. The granting of vacations after the posting of the March 22nd vacation schedule shall be governed by Article VIII of the Labor Agreement including the addition of any replacements to the March 22nd schedule as a result of the cancellation of a scheduled vacation by an individual after the March 22nd posting. (See Exhibit *120)
2. Paragraph 5 of Exhibit *54 and paragraph 10 of Exhibit 86 shall be amended to increase the maximum number of CSR-PT to 17. The Company may reduce the number of CSRs by 1 without reducing the CSR-EH numbers (i.e. 29 CSR day workers will produce 15 CSR-EH). (See Exhibits *54 and *86)
3. Paragraph 1 and 2 of this Agreement are made for the term of the Labor Agreement. If the Company requires a change in this Agreement, it will meet with the Union.
4. Exhibit 94 shall be null and void and deleted from the Labor Agreement. Paragraph 7 of Exhibit *86 shall be null and void and deleted from the Labor Agreement.

5. Item 41 of the 1994 Memorandum of Agreement shall be removed from the agreement and temporarily suspended for the term of the Labor Agreement. In the event this Agreement is not made permanent at any time in the future, Item 41 of the 1994 Memorandum of Agreement shall be reinstated into the Labor Agreement in its entirety.
6. The Company will provide a copy of the CSR vacation schedules as actually taken on a quarterly basis to Local 320.

Bi-Lingual Program

For the term of the Labor Agreement commencing 5/1/03, the Company will establish, from existing Customer Service Representatives classifications, two (2) or more bi-lingual positions with both English and a second language. In order to accomplish this, the parties agree as follows:

1. Two (2) new job classifications will be created called CSR 1/C – Bi-Lingual, job specification number 350.8 and CSR – EH – Bi-Lingual, job specification number 350.9. (See the attached Job Specifications).
2. The pay grade for the classification of CSR 1/ C – Bi-Lingual will be established at pay grade 18.0 (top 2 steps only). The pay grade for the classification of CSR – EH – Bi-Lingual will be established at pay grade 18.1 (top 2 steps only).
3. The Company will post a "Notice" indicating its need for bi-lingual skills in the Call Center, identifying the languages in addition to English in which the skills are needed and specifying the number of positions to be filled.
4. Applicants will be required to be fluent in the language specified in the Notice and such competency shall be demonstrated through a jointly administered examination.
5. Any CSR who may request an upgrade due to intermittent use of a second language shall notify Supervision in advance of the language they are capable of speaking. In the event that any Customer Service Representative reasonably determines during a telephone conversation to use bi-lingual skills in any language other than English, such CSR shall be compensated at an upgraded rate for a minimum of one hour. In the event there are numerous phone calls during the course of a workday, each call will receive an upgrade; provided however, the maximum

number of upgrades for the use of bi-lingual skills in any one day is two.

6. This Agreement does not modify any other agreement in the Labor Agreement as the agreements may pertain to the various Customer Service Representative job classifications.
7. The Company has no obligation to provide any language training to any individual in this Program.
8. Item 1987-25 shall not apply to CSRs in job specifications 350.8 and 350.9. (See 1987-25)

Storm List

For the term of the Labor Agreement commencing 5/1/03, the following will be added to Exhibit *54:

A part-time CSR who is called out in accordance with 1987-50 will be compensated at the prevailing overtime rate for all hours worked outside their normal schedule and it shall not be considered as a reschedule of their work schedule. In the event such CSR-PT declines such callout it shall not be counted as one of the 4 unavailables within any 30-day period under Exhibit 54 of the Labor Agreement.

For the term of the Labor Agreement commencing 5/1/03, Item 50 of the 1987 Memorandum of Agreement will be amended to read as follows:

The Company will continue to abide by Item 34 of the 1977 Memorandum of Agreement. However, when staffing the Call Center to respond to storm trouble or other emergency calls, the Company will agree to call the following classifications in the order indicated below:

- 1st CSR (Full-time of all classifications)
- 2nd CSRs Part-time
- 3rd Clerical Assistants
- 4th All other qualified full-time employees

In settlement of grievance 2003-101, the grievants shall be paid at time and one half at the rate in effect at the time of the work that was the subject of the grievance for those hours worked outside their normal schedule.

+ Exhibit 126
2003-72 - Ex G
May 1, 2003

1. This Agreement amends Exhibit 91 to incorporate the following provisions for the term of the existing Labor Agreement.
2. All existing Service Worker A's (109.1), as of 02/01/01, will be exempted from being scheduled to work the midnight to 8:00 AM shift. However, if these Service Worker A's transfer to another headquarters, they will be subject to work the midnight to 8:00 AM shift. This exemption clause does not apply to Linemen/Linewomen 1/C assigned to Service Worker A in accordance with the terms of Exhibit 91.
3. Employees in the classification of Service Worker B (109.2) are subject to being assigned to work the Midnight to 8:00 AM shift. However, Service Worker B's will not be assigned to cover a shift or any part of a shift alone or be paired with another Service Worker B to fill a Service Worker shift or any part of a shift.
4. Effective 2/1/01, two one-person Service Worker crews will be assigned to the Kingston, Newburgh and Poughkeepsie headquarters. When there are sufficient employees in a headquarters during the transition period, workdays off will be rotated as provided for in Article III C of the Labor Agreement.
5.
 - A. Any individual who becomes a Lineman/Linewoman 1/C on or after 02/01/01 shall be subject to being assigned (either through Exhibit 91, post and bid or outside hire) into the Service Worker A position (without any examination for promotion to Service Worker A).
 - B. Individuals who enter this Service Worker Program will be obligated to serve in the Service Worker A position for a period of not less than 5 years (this service need not be continuous). However, in accordance with paragraph 11 F of this Agreement, if the complement of Service Worker A's exceeds 38, the Company will post for a Lineman/Linewoman 1/C and give such Service Worker A's, who are not needed to maintain a complement of 38 Service Worker A's, the opportunity to bid to Lineman/Linewoman 1/C, regardless of the time they

may have left on their 5-year Service Worker A commitment. Seniority shall prevail regardless of time served as a Service Worker A. Such service as Lineman/Linewoman 1/C shall count as service for purposes of fulfilling an individual's 5-year Service Worker A commitment. Until this 5-year commitment is fulfilled, these individuals shall remain available for reassignment to the Service Worker A position under Exhibit 91 as it is amended by this Service Worker Agreement.

- C. An individual hired on or after 02/01/01 directly into a Lineman/Linewoman 3/C position in progression to Service Worker A cannot bid a permanent or temporary Lineman/Linewoman 1/C position until they serve for 5 years as a Service Worker A, unless they bid for a position posted in accordance with paragraph 5 B above. These individuals will also be eligible, prior to completing their 5-year commitment, to bid into other positions outside the Line classifications; however, if they do, they will maintain their obligation to complete the remainder of their 5-year Service Worker A commitment if they return to a Line classification.
6. The Union and Company will discuss and rectify, if possible, the assignment of any individual that would result in a more favorable assignment being made to an individual with less seniority (including new hires) over a more senior individual.
7. Any Lineman/Linewoman in progression to Service Worker A in this Program upon becoming Service Worker A shall spend their first six months performing the work of a Lineman/Linewoman 1/C prior to any shift assignment as a Service Worker A. In addition, any existing Lineman/Linewoman 1/C who is subject to assignment to Service Worker A under Exhibit 91 shall not be assigned to Service Worker A until reaching his/her six month anniversary as a Lineman/Linewoman 1/C.
8. Paragraph 9 of Exhibit 91 will be amended as follows: "Those Linemen/Linewomen 1/C and Service Worker A's who volunteer through a temporary posting to complete their obligation under Exhibit 91 with a twelve-month reassignment to Service Worker A eligible for Midnight to 8:00 AM shift will have satisfied their mandatory 1-year assignment to Service Worker A under Exhibit 91."

9. Future Linemen/Linewomen 1/C subject to being assigned to Service Worker A, pursuant to Exhibit 91, will be assigned on a voluntary basis and if enough individuals do not accept the assignment, the employees with the lowest seniority will be assigned.
10. The parties will maintain a committee consisting of up to 5 members of the Union and up to 5 members of Management during the term of this Agreement. Meetings will be held at the request of either party to discuss any aspect of the Program that is of concern to either or both of the parties.
11. Once the Exhibit 91 list of Linemen/Linewomen 1/C who are eligible for assignment to Service Worker has been exhausted, the Company and Local 320 mutually agree:
 - A. The Company will solicit volunteers to fill existing Service Worker vacancies (which include assignment to Midnight to 8:00 AM) through a temporary posting after completing a post and bid for permanent Service Worker candidates.
 - i. The Company will accept volunteer candidates from Working Foremen/Forewomen 2/C (LES&T) (HV), Linemen/Linewomen 1/C and Service Worker A's (who are presently not subject to the Midnight to 8:00 AM shift schedule) and who have satisfied or have not been subject to the Exhibit 91 obligation.
 - ii. Volunteer candidates will be paid at the higher of their current pay or Service Worker A pay. Shift differential will apply in accordance with the Labor Agreement.
 - iii. Upon completion of one year in the position as a volunteer, the Company will provide the volunteer employee a lump sum payment of \$2,500, net of taxes.
 - iv. Upon completion of each subsequent year of service in the position, the Company will provide a lump sum payment of \$3,750, net of taxes.
 - v. Individuals who bid out of the classification will be entitled to receive a prorated share of the lump sum payment. (This will be

calculated by dividing the number of weeks worked as a volunteer Service Worker A by 52 and then multiplying the resulting fraction by the appropriate lump sum amount).

- vi. The gross amount of the lump sum payments made through this Program shall be considered as earnings for the purpose of calculating benefits under the Retirement Income Plan.
- vii. If the Company cancels a temporary posting to return a volunteer or discontinue the volunteer Program, volunteers currently assigned to Service Workers will be eligible to receive a prorated lump sum payment for their time in the position in accordance with paragraph 11 A v.
- B. Applicants who fill the position of Service Worker under this volunteer agreement will be paid for any increase for tolls or mileage for travel to and from the assigned headquarters in accordance with Article V P of the Labor Agreement. Boarding shall not apply.
- C. During the transition period, the Company reserves the right to decrease the number of one-person crews to one in each headquarter as identified in Section 4 above in the event there are insufficient numbers of Service Workers established through this volunteer Program to staff the Midnight to 8:00 AM shift.
- D. The individuals who are scheduled to progress to Service Worker A in June 2005 will be given the option of having their automatic progression time accelerated to move their progression to October 18, 2004. Upon progression to Service Worker A, these individuals may be assigned to full shift rotation including Midnight to 8:00 AM shift, but not until they have spent at least their first six months performing the work of a Lineman/Linewoman 1/C.
- E. The Company will provide accelerated training to the individuals referred to in paragraph D above. The Committee provided for in paragraph 10 of this Agreement will meet on a quarterly basis to review the training that has been provided.

- F. The Company will maintain up to 6 additional individuals in the Service Worker A classification beyond what is needed to provide 24-hour shift coverage. Presently, these additional individuals will increase the complement of Service Worker A's to a total of 38. If the complement of Service Worker A's has exceeded 38, the Company will post for Linemen/Linewomen 1/C and give Service Workers not required to maintain such shift coverage the opportunity to bid to Lineman/Linewoman 1/C. Any reference to staffing contained in this Program does not constitute an agreement to permanent staffing.
12. Employees who are Working Foremen/Forewomen 2/C (LES&T) (HV), Linemen/Linewomen 1/C or currently assigned Service Worker A's on May 1, 2003, and who continue to have an obligation for one year as a Service Worker through Exhibit 91 after the current list of employees under Exhibit 91 on May 1, 2003 has been exhausted, and who do not fulfill their one-year obligation under Exhibit 91, will be considered as having fulfilled his/her obligation under Exhibit 91 as of May 1, 2006.
13. The Pay Group for Service Worker A will be increased to Pay Group 21.
14. The Company agrees that upon reaching the complement of 38 Service Worker A's described in paragraph 11 F of this Agreement, it will fill all scheduled absences. Scheduled absences shall be defined as scheduled vacation and any other absences with 72 hours advanced notice.
15. Except as specifically amended by this Service Worker Agreement, all existing commitments under Exhibit 91 (one year, two year and five year) for Linemen/Linewomen 1/C, Service Worker A's and Service Worker B's shall remain in effect until such commitments have been fulfilled by the affected employees.
16. Paragraph B of 1981-34 will be amended to exempt Service Worker A's from such list. A new paragraph C will be added to read:
- "C. Headquarters for Service Worker A's will be established within 120 days following an individual's progression to the position of Service Worker A."

17. The document entitled "Procedure for Covering Absences of Service Workers in the Kingston, Newburgh and Poughkeepsie Districts", is attached hereto and made part of this Agreement.

Procedure for Covering Absences of Service Workers in the Kingston, Newburgh and Poughkeepsie Districts

The following procedure shall be followed when covering absences of Service Workers.

All Service Worker A's and Service Worker B's (assigned to a shift) in the District are eligible to be called for any shift. Service Worker B's will only be called to cover a shift if a Service Worker A is scheduled to work the same shift. Service Worker B's will not be assigned to cover a shift alone or be paired with another Service Worker B.

1. Call, if available, a Service Worker in the District on their first day off.
2. Call, if available, a Service Worker in the District on their second day off.
3. Assign, if available, a Service Worker in the District on the prior shift to work an additional four hours and call, if available, a Service Worker in the District on the following shift to report to work four hours ahead of such Service Worker's scheduled shift. The selection of the Service Worker to work an additional four hours shall be made from the scheduled overtime list. The selection of the Service Worker to report to work four hours early shall be made from the callout list.
4. Assign, if available, a Service Worker in the District on the prior shift to work eight additional hours. The selection of such Service Worker shall be made from the scheduled overtime list.
5. Call, if available, a Service Worker on the following shift to report to work eight hours early. The selection of the Service Worker shall be made from the callout list.

The off Service Worker is defined as a Service Worker who is not scheduled to work for the entire calendar day and shall be called using the callout list. Consideration shall be given to the Service Worker's respective position on the list and the number of skips already assigned to each Service Worker. If all eligible Service

Workers have the same number of skips they shall be called in the order they appear on the callout list. If the Service Workers have different numbers of skips, the Service Worker with the lowest number of skips shall be called first. (See Example)

A skip shall be applied to those Service Workers called to work. No skip shall be applied if the pointer was at a Service Worker called. Skips are only removed when the pointer moves past a Service Worker during a normal call out.

If, after going through the above procedure, no Service Worker is available to cover a shift and the Company has determined that coverage is required, the shift may be filled in accordance with the terms of Exhibit +74 of the Labor Agreement.

Pay and meals for the employee called shall be administered in accordance with Exhibit 32 of the Labor Agreement.

EXAMPLE

The following example is a callout to fill an unscheduled Service Worker vacancy. The callout order would be SW 3, SW 2 and then SW 1. In this example SW 3 accepted the call. SW 3's skip total will be increased by one. SW 1 and SW 2's skip total will remain unchanged.

<u>Order</u>	<u>Name</u>	<u>Skips</u>	<u>Callout Order</u>	<u>Skips After Call</u>
1	SW 1	6	3	6
2	L 1	0	N/A	0
3	SW 2	5	2	5
4	L 2	0	N/A	0
5	SW 3	2	1	3

+ Exhibit 127
2003-73 – Ex H
May 1, 2003

Project Construction Program Agreement

- A. The intent of the Project Construction Organization is to be a dedicated construction organization which will maximize crew productivity on construction projects, be equally or more competitive with outside line contractors, and assist in reducing the number of line contractors working on the Company property.
- B. The Project Construction Organization will be assigned to the Operations Services Division.

- C. The work force of the Project Construction Organization can be permanently headquartered in one or more normally staffed headquarters with like-type job classifications. At the beginning of the Program the Company will establish a permanent headquarters through a temporary posting in the Kingston and Fishkill headquarters. In the event the Company changes the headquarters at any time in the future, the Company may do so through a subsequent temporary posting. Any temporary posting under this Program may extend for the term of the Labor Agreement, subject to an individual employee's right to opt out of the Program after completion of 18 months in the Program, and a second opportunity to opt out of the Program after completion of 36 months in the Program.
- D. Multiple alternate headquarter reporting will be established. This provision includes normally staffed headquarter reporting and project jobsite reporting. Employees of a Project Construction Crew will report at the beginning of the workday and be dismissed at the end of the day from the alternate headquarters site, from the project jobsite to which they are assigned, or from their permanent headquarters.
- E. The project construction work force will include, but not be limited to, Linemen/Linewomen 1/C and Working Foremen/Forewomen 2/C (LES&T) (HV). The work force will be established through a temporary posting for the purpose of performing project construction work on a job site reporting basis. Other employees assigned to the Project Construction work force may be assigned in accordance with paragraph F below.
- F. Employees may be assigned to this program through Article IV J 4 for training during their progression period. (Linemen/Linewomen 3/C may be assigned for up to six consecutive months of their 18-month progression period and Service Worker B's for up to 12 consecutive months during their last 18-months in progression). These employees shall be assigned for a minimum of 40 hours/week and will conform to the work schedule of the Project Construction Crew and all other conditions of this Project Construction Agreement. Any employees who held the classifications of Lineman/Linewoman 2/C or Service Worker B on May 1, 2003 are grandfathered and exempt from assignment to this Program under Article IV J 4; provided, however, any such employee may enter this Program through a temporary posting through post and bid.

- G. The provisions of 1977+20 do not apply to the Project Construction Program. No employees assigned to the Project Construction Program will be included in the percentage calculation provided for in 1977-20 nor will any employee assigned to the Project Construction Program be classified as a rover while in said Program.
- H. For the purpose of job site reporting, projects must have a duration minimum of 3 consecutive days and also have an estimated completion date.
- I. Prior to initiation of each job site reporting assignment, the Company will provide a field office including communication facilities, heat, sanitary facilities and drinking water for the assigned employees. Sufficient space will be provided for off-road parking for Company and personal vehicles.
- J. Mobilization and de-mobilization will be done on Company time.
- K. Prior to beginning each job site reporting assignment, affected employees will receive a minimum of 3 working days notice of their assignment. Swaps between employees of the same classification will be allowed. Employees reporting a "swap" must do so within two (2) working days of notification of a new job assignment. Swaps between employees are confined to employees assigned to the same headquarters. Swaps shall be for the duration of the job assignment. Any exceptions or changes to swap arrangements will be subject to management approval.
- L. Employees who are directed to report directly to a job site or to an alternate headquarters will receive the payments outlined below based on the assignment. The flat amounts shown will be paid as additional wages (i.e. taxes will be taken out).

Effective May 1, 2003:

<u>Miles from</u> <u>Permanent Headquarters</u>	<u>Daily Payment</u>
<u>0 to 10 miles</u>	<u>\$6 plus mileage and tolls</u>
<u>Greater than 10.0 to 15 miles</u>	<u>\$12 plus mileage and tolls</u>
<u>Greater than 15.0 to 20 miles</u>	<u>\$18 plus mileage and tolls</u>
<u>Greater than 20.0 to 25 miles</u>	<u>\$25 plus mileage and tolls</u>
<u>Greater than 25.0 miles</u>	<u>Article V G</u>

Effective May 1, 2005:

<u>Miles from</u>	<u>Daily Payment</u>
<u>Permanent Headquarters</u>	
<u>0 to 10 miles</u>	<u>\$7 plus mileage and tolls</u>
<u>Greater than 10.0 to 15 miles</u>	<u>\$14 plus mileage and tolls</u>
<u>Greater than 15.0 to 20 miles</u>	<u>\$21 plus mileage and tolls</u>
<u>Greater than 20.0 to 25 miles</u>	<u>\$28 plus mileage and tolls</u>
<u>Greater than 25.0 miles</u>	<u>Article V G</u>

- M. When required to report to a job site or alternate headquarters, pursuant to this Program, the employee will be reimbursed for travel costs related to any additional tolls and any additional mileage from the employee's home to the designated job site or alternate headquarters in excess of the mileage from his/her home to his/her permanent headquarters. Mileage payments will be made in accordance with Article V P of the Labor Agreement.
- N. The Project Construction Crew work week will consist of four (4) consecutive ten (10) hour days between the hours of 6:00 AM and 6:00 PM, Monday through Friday, with one-half (1/2) hour allotted for a lunch period between 11:00 AM and 1:30 PM. After ten (10) hours in a regular workday, or forty (40) hours in a regular workweek at the straight-time rate, overtime shall be paid. Employees in progression who are scheduled for progression training schools while working with the Project Construction Crews, with 72-hour notice, may have their work schedule changed to five (5) consecutive eight (8) hour days.
- O. Commencing with the pay period beginning the Sunday before Thanksgiving and continuing through the pay period ending the second Saturday of January, the Project Construction Crews may be scheduled to work five (5) consecutive eight (8) hour days Monday through Friday each week in accordance with Article III A 2 of the Labor Agreement.
- P. Overtime meals for the employees assigned to the Project Construction Program will be provided in accordance with the provisions of Article V H of the Labor Agreement.
- Q. During the period from the commencement of the Program through March 31, 2005, the Project Construction Crews working on particular projects will develop and perform mutually agreed upon work plans to be followed during rainy and inclement weather. On or before April 15, 2005,

Local 320 will advise the Company with respect to whether or not the Union members of the Project Construction Crews have approved the continuing use of such work plans for the term of the Labor Agreement. If the Union members of a Project Construction Crew working on a project believe that a task is beyond the scope of the mutually agreed upon work plan, the task under the current weather circumstances will be suspended.

- R. Employees assigned to the Project Construction Program will be on their own callout and scheduled overtime lists in their permanent headquarters. All assigned employees will be exempt from the 20% response requirement of the Callout Response Program. These employees will be subject to all other terms and conditions of the Callout Response Program. An employee working in a Project Construction Crew will only be called after the respective (like-type classification) callout list in his/her permanent headquarters has been exhausted. All employees in this Program will be considered for participation in requests for mutual aid in the same manner as all other Company employees with like-type classifications.
- S. When employees are working a 10-hour workweek and a Company observed holiday falls during such a workweek, the affected employees will be paid 10 hours (straight time) for the observed holiday. When working a Monday through Thursday schedule and an observed holiday falls on a Friday; the Project Construction Crews will observe the holiday on Thursday of the same week. When working a Tuesday through Friday schedule and an observed holiday falls on a Monday, the Project Construction Crew will observe the holiday on Tuesday of the same week. This paragraph does not apply to Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas and New Year's Day holidays when the workweek during such holidays is five (5) consecutive eight (8) hour workdays Monday through Friday. Holiday pay for workweeks consisting of five (5) consecutive eight (8) hour workdays shall be eight (8) hours (straight time) pay.
- T. Vacation, personal and sick time will be accrued, used and accounted for on an hourly basis.
- U. It is the Company's intent to commence this Program on or after January 1, 2004 but no later than March 31, 2004. This Program is for the term of the Labor Agreement.

- V. a. The Company shall post no later than June 1, 2004 for an additional 10 Linemen/Linewomen 3/C in progression to Service Worker A. If there are not enough internal candidates, the Company will fill the vacancies from outside the Company. If any one or more of these additional 10 Linemen/Linewomen 3/C leave the position prior to nine months in the position, the Company will fill each such vacancy within twelve months from the date when the position was vacated.
- b. If the Company decides to continue this Project Construction Program beyond June 1, 2005, the Company shall post no later than June 1, 2005 for an additional 10 Linemen/Linewomen 3/C in progression to Service Worker A. If there are not enough internal candidates, the Company will fill the vacancies from outside the Company. If any one or more of these additional 10 Linemen/Linewomen 3/C leave the position prior to nine months in the position, the Company will fill each such vacancy within twelve months from the date when the position was vacated.
- c. If the Company decides to continue this Project Construction Program beyond June 1, 2005, the Company shall post no later than June 1, 2006, or no later than the date which is fifteen days prior to the expiration of this Labor Agreement, whichever date is earlier, for an additional 10 Linemen/Linewomen 3/C in progression to Service Worker A. If there are not enough internal candidates, the Company will fill the vacancies from outside the Company. If any one or more of the additional 10 Linemen/Linewomen 3/C leave the position prior to nine months in the position, the Company will post to fill each such vacancy or vacancies within twelve months from the date when the position was vacated.
- W. If the Company intends to assign a construction project to the Project Construction work force outside of the Company's franchise territory, it shall first meet with Local 320 to review and fully discuss the Company's intent.
- X. Any reference to staffing contained within the Project Construction Program does not represent an agreement for permanent staffing.

DIGEST ITEMS INCLUDED AS SUPPLEMENTAL AGREEMENTS

LOCAL 320 OF THE I.B.E.W.

- + Applies to T&D Agreement
- * Applies to TOC Agreement and/or PT Agreement
- M Modified

Where no designation appears, the Supplemental Agreement is applicable to both Agreements.

**I.B.E.W. LOCAL 320 T&D AND TOC
ITEMS FROM MEMORANDUMS OF AGREEMENT**

Year	Digest #	Description
1946	*10	Shift Workers Entitlement
1948	+7	System Operators
1949	*14	Order Dispatchers
1950	+3	Job Postings - Headquarter Location
	+10	Scheduled Overtime - Lunch and Notice
	*2	Job Postings - Headquarter Location
	*7	Notice of Overtime
1952	+7	Commercial Specialist
1953	+12	No Work Stoppage
	+13	Picket Lines
	*16	Accrued Vacation Pay
1954	+2	Construction Inspector
	+9	Notice of Scheduled Overtime
	+13	Open Areas and 1/C Man/Woman
	*8	Job Postings
1957	+14	Gas Meter Shop - ½ Hour Lunch
	+20	Chief Storekeeper - Eltings Corners
1958	+12	Work on Emcorrectors
	M+16	Back Hoe - Gas Crew
	+17	Mobile Cranes
1959	+12	Bulldozer Grading
1960	+10	Supervisor's Manual of Contract Interpretation
	+11	Coffee
	+13	Safety Committee & Rubber Gloves & Sleeves
	+17a	Death in Family
	+17b	Meals and Payments
	+17c	Inclement Weather
	+21	Company Discontinues Check Cashing
	*5	Part-Time Employees - Pay
	M*12	Supervisor's Manual of Contract Interpretation
	*14	Company Discontinues Check Cashing
1961	+5	Callout and Scheduled Overtime
	M+14	Switching
	M*17	Painting
	*24	Receptionist
	M*31	Hiring Rate
1962	+16	Emergency Operating Needs of Company - Residency Requirement - Prompt Response
	M3	Admin. Committee of the Retirement Plan
	M4	Financial Reports - Retirement Fund
	*6	Posting Job in Lower Classification
	*8	Work in the Evening

Year	Digest #	Description
1963	+16	Quitting Time Eltings Corners
	+17	Dispatcher
	18	Bargaining Committee Names Printed
	M+23	Barholing and Excavation Gas Leak
	M+26	Mueller Equipment
	*7	Maintenance Workers at South Road
	M14	Advance Pay - Jury Duty
	*27	Assigned - Supervisor Duties
	*28	Medical or Dental - Sick Time
	*29	Safety Committee Joint
1965	M+12	Fire Department and Rescue Squad
	+13	Plant Technicians
	+19	Subpoena or Summons
	+30	Utility Worker
	+38	Live Line Work
	+39	Bucket Truck Inspection
	+45	Commercial Specialists - Classes
	+47	Exchange Proposals - 90 Days
	*9	Fire Department and Rescue Squad
	*10	Subpoena or Summons
1967	*13	Exchange Proposals - 90 Days
	*16	Distribution of Overtime
	M*6	Training Program - Draftsmen
1969	9	Leave of Absences Educational or Political
	+30	Split Shift
	M+33	Inclement Weather
1969	5	4:30 Quit
	M7	Majority of Shift
	9	Company-Union Safety Committee
	10	Manual of Safe Practices
	13	Ill Prior to Scheduled Vacation
	18	Temporary Seasonal Employees
	*19	Contract Employees
	*20	Co-op Students
	*30	Cafeteria Uniforms
	32	Training Programs
	+33	Welding and Tapping on Live Gas Mains
	+37	Training and Probing Common Trenches
1969	39	Protection to Employees
	44	Personal Time
	M*45	Automotive and Hydraulic Mechanics Tools

Year	Digest #	Description
1971	3	Vacation Day-Callout/Double Time after 16 Hrs.
	9	Suspension Notice to Union
	+15	Residency Requirement
	21	Training Automatic Progression
	+23	Plant Technicians Operating
	*29	Customer Service Reps Storm Trouble
	32	Customer Service Representatives to 5:00 PM
	<u>M36</u>	Order Dispatcher Relief
	39	WFM/W or Chief Test Failure
	*44	Estimator Training
	+45	Corrosion Monitoring Voltage Complaints
	47	High School Education
	49	Motor Vehicle Instruction
	*51	Janitorial Services District Offices
	+53	Service Worker Outside Hire
	<u>M55</u>	Father or Mother
	<u>M60</u>	Military Service
1973	14	Complaint Procedure
	15	Memo in Employee File
	<u>M19</u>	Cost of Printing Working Agreement
	+20	Grove Crane - Pin on Bucket
	21	Joint Safety Committee
	22	Vehicles with Dual Controls
	<u>M*23</u>	Manual of Safe Practices and <u>TOC</u>
	<u>M*24</u>	Joint Safety Committee and <u>TOC</u>
	<u>M26</u>	Accident Investigation Committee
	27	OSHA Walk Around
	32	District Safety Committee
	<u>M35</u>	Qualifying Mark - Lower Position
	+42	Upgrading Inclement Weather
	+45	Computer Maintenance Interface
	47	Upgrading - Seniority
	<u>M*52</u>	Standardized Job Knowledge Exams
1975	<u>M63</u>	Overnight Out of Town Trip
	64	Licenses
	67	16 Hour Rule
	*15	Vacation Entitlement and Date of Employment
	16	Leave of Absences and Health Benefit Program and Group Life Insurance
	<u>M20</u>	Letters of Discipline
	+25	Barehanded Technique Energized System- 345KV
	*29	Garage Night Shift Eltings Corners
	*34	Calls Switched to Control Center

Year	Digest #	Description
1977	10	Letter of Reprimand
	*16	Clarification of Assignment to Determine if Upgrade will Occur
	19	Dispatcher Trainee Position
	+20	Roving Lineman/Linewoman
	M21	Formal Accident Investigation Members
	M*22	Joint Safety Committee- <u>Automotive & Hydraulic Mechanics</u>
	M24	Filling Temporary Vacancy
	+29	District Representatives and Automobiles
	M*32	Uniform Rental Reimbursement- <u>Transportation Personnel</u>
	*34	Customer Service Reps - Storm Trouble
1979	40	Surviving Spouse and Health Benefit Program
	M*44	Co-op Students
	17A	New Headquarters and Lateral Transfers
	M17B	Relocation of Headquarters and Mileage Allowance
	M*18	Maintenance Worker 1/C Newburgh Headquarters
	M+24	Posting Trainee Position
	M+25	<u>Service Worker & Commercial Reps. Schedules to Union</u>
	M+29	Lateral Transfer Rights WF 2/C (LES&T)
	+32	Relight and Buildings of Public Assembly
	M44	<u>Printing Working Agreement and SPD Discussions</u>
	M+45	Commercial Representative Special Will Not Replace Service Worker and DRs Will Not Relocate
	47	Material Data Safety Sheets
	48	Seniority List
	M51	Review and Update of Safety Manual
	M+52	Opening and Closing Cutouts

<u>Year</u>	<u>Digest #</u>	<u>Description</u>
1981	+8	Personal Appraisal For Commercial Representative Series
	<u>M</u> *10	Notification of Clerical Term Contracts to <u>Union</u>
	11	Resignation Under Article IX D - Separation Allowance
	20	Review of Personnel Files by Employees
	<u>M</u> 21	Seniority List Supplied to Union
	M+24	Jury Duty for Shift Workers
	<u>M</u> *25	Discussion of Examination Results
	*27	Posting for Building and Grounds Mechanic
	M*28	Tool Reimbursement for Automotive and Hydraulic Mechanics
	+29	Service Worker - Hours of Work
	<u>M</u> *32A	Customer Service Reps-Monitoring Phone Calls
	M34	Establish Headquarters for Lineman/Linewoman and Gas Mechanic at 2/C and all others 60 Days Prior to 1/C and 120 Days Prior to Service Worker A
	+39	Hydraulic Derrick to be Operated by Pay Grp 19
	+41	Mileage Reimbursement for Split Shift
	43	Half-day Vacation
1983	M6C	Disability Transfer - Pension
	10B	Filling Jobs from Outside Company
	M13	Theft of Service Discovery
	18	Leave of Absence
	25	Grievances not Rejected
	M29	LIFO - Part-Time Employees
	<u>M</u> 32	Arbitrator Selection
	41	VDT Testing
	43	Retired Employee - All Benefits
	53	Declined Enrollment in Health and Life Insurance Plans

Year	Digest #	Description
1985	*14	Health Benefit Coverage - Part-Time Employees
	16	Disability Benefits to \$170
	18	Statement of Benefits - Designated Beneficiary
	19	List for CPR - Qualified Employees
	20	Contracting - Union Notification
	22	Uniform Rental and Protection Outerwear
	23	Union Notification - Transfers, Job Specifications, New Equipment
	M24	Termination of Employment - Union Representation
	+25	Personalized Rubber Gloves
	+32	Employee Notification - Non-Rotating/Rotating Status
	M*33	Cleaning Worker & Cafeteria Attendant - Fixed Rate
	M*36	CSR-PTs - Vacation
	M37	IX E Transfers - Plan Class for Updates
	M+44	Chief Construction Maintenance Man/Woman
	*46B	Accounting Technician 1/C - Accounting Series
1987	M+50	License - FCC
	M*52	Maintenance Worker 1/C - Catskill
	53	VDTs
	*20F	Clerical Assistant in Receptionist and Engineering Records
	M23	Boarders - Assignment of Employees
	M24	Post and Bid - Rules <u>Based on Vacancy</u>
	25	Bi-lingual Skills
	M+27	Equipment Operator - HQ Posting Mechanic 1/C Blasting License
	M+28	Meter Reader Duties
	M+30	Gas Mechanics - Rovers, License, Lateral to Welder
	+31	Stockhandler Lateral to Equipment Operator - Special
	M35	Hours of Work - 7:30 Start
	*47	Part-time Positions Offered to Full-time
	M*48	CSR-P.T. Paid Hour Report
	M*50	Storm Trouble Callouts - <u>List</u>
	*52	Shorthand
	*56	Automotive and Hydraulic Mechanic - Frozen

<u>Year</u>	<u>Digest #</u>	<u>Description</u>
1989	<u>M7B</u>	Military Leave of Absence
	16B	Bookkeeping Course
	<u>M17</u>	Family Care Leave of Absence
	22	Company/Union Safety Committee Membership
	+25	Licenses
	<u>M+27C</u>	Field Clerk/Storekeeper License
	<u>M39</u>	Probationary Employee Appraisal
	*40B	Cleaning Worker Lateral Transfer
	44	Job Spec Books in Headquarters
	*45	Copy of Shift Schedules to <u>Union</u>
1991	<u>M46</u>	<u>Negotiating Committee Numbers</u>
	<u>M*16</u>	Bidding Rights - Part-time Employees
	<u>M36</u>	Automatic Progression and Rover Transfer Notifications
	*39	CSR Appraisal Form
	<u>M+40</u>	Testers - Rovers, Chief, IX E
1994	<u>M22</u>	Drug Testing Classifications
	<u>M*31</u>	IV C Transfer Notification
	+32	Line Clearance Staff Reduction - Exhibit 68
	*35	Cleaning Worker Bidding Rights
	*38	Cafeteria Classifications Seniority
	+40	DR Residency - 1 Mile
	41	Reserved
1998	<u>M*42</u>	Engineering Drafter Educational Course Content
	<u>20</u>	<u>CPR Training Course at South Road</u>
	+23	<u>Fire Retardant Clothing Options</u>
	<u>M26</u>	<u>Future Satellite Office</u>
	*28	<u>Automotive and Hydraulic Mechanics – Mutual Aid</u>
	*33	<u>Engineering Drafter 2/C – Frozen</u>
	*34	<u>Console Operator Vacancies</u>

1946 - TOC

*10. When working as a shift worker an employee will be entitled to all shift worker provisions of the contract. When not on shift work, he/she is entitled to regular employee provisions of contract. Example: When working rotating shift, hours are 8-4, 4-12, 12-8. When assigned to day work, hours are 8-4:30 with ½ hour for lunch.

1948 - T&D

+7. System Operators are to be omitted from the bargaining unit and considered for purposes of seniority as though they had been promoted to first line of supervision.

1949 - TOC

*14. Order Dispatchers have elected to become part of the Local 320. It has been agreed that the present methods of using people outside of the I.B.E.W. unit to relieve Order Dispatchers can be continued especially on vacations, sick time, holidays and while absent during normal working hours.

1950 - T&D

+3. The Company agreed hereafter that, where practical, the location of the job headquarters should be indicated on job posting.

+10. On scheduled overtime for non-shift employees on Saturday, Sunday and holidays, when employees are requested to report for work more than one hour before the regular starting time, the Company agreed to provide a suitable lunch if the job extends beyond the normal noon hour. It was also agreed that as much notice as possible of any scheduled overtime on Saturday, Sunday or holidays should be given by the supervisors, with the understanding that such notification may be cancelled during the basic workday preceding the scheduled overtime.

1950 - TOC

*2. It was agreed that in cases of job posting, the location of the job headquarters will be indicated on such posting and that, where practical, an examination for the job will be given within ten working days after the expiration of the posting and if this is impractical or if the posting is withdrawn, the Union will be notified.

1950 - TOC (Cont'd)

*7. It was agreed that as much notice as possible of any scheduled overtime on Saturday, Sunday or holidays will be given by the supervisors involved, with the understanding that such notification may be cancelled at any time up to the end of the basic workday preceding the scheduled overtime. When so cancelled no compensation for cancelled overtime will be paid to the employees affected.

1952 - T&D

+7. It was agreed at the Company's request that a new job classification "Commercial Specialist" in Pay Group 23, be established. It is proposed to have one such Commercial Specialist in each major district.

1953 - T&D

+12. The Union reaffirmed that in the event of misunderstanding in connection with conditions of employment it would not call a work stoppage but proceed with the regular grievance procedure.

+13. The Union stated that it would not honor picket lines established as a result of jurisdictional disputes between construction unions working on Company property.

1953 - TOC

*16. The Company requested that a payment made for accrued vacation on termination of service shall not be considered as pay for any specific day. The employee is not entitled to extra pay for holidays after termination of service, and the payment shall not be increased by increases in pay effective subsequent to termination.

1954 - T&D

+2. At the Company's request the classification, Construction Inspector, was dropped with the understanding that if a subsequent change in work assignments should again require that this work be done by a classified employee, the classification would be restored.

+9. It was agreed that supervisors would be instructed to give as much notice as possible of scheduled overtime assignments. If such notice has been given, however, and subsequent developments necessitate cancellation of the overtime work, the Company would have the right to cancel prior to the close of the preceding work day without penalty.

1954 - T&D (Cont'd)

+13. The Union requested that all open commercial areas be covered by a first class man/woman within six months after the area became open. The Company stated that the only reasons areas were not covered by first class men/women was that there were not sufficient first class men/women available at the time. It was agreed that an attempt would be made where an area was open to fill the vacancy with a first class man/woman by examination as soon as possible.

1954 - TOC

*8. The Union requested that posting specify whether the job is a new position or the filling of a vacancy. The Company agreed.

1957 - T&D

+14. It was agreed that the Gas Meter Shop could take one-half hour for lunch and quit at 4:30 instead of 5:00. (See 1969-5)

+20. It was agreed that when the Eltings Corners headquarters are completed, a Chief Storekeeper would be assigned there.

1958 - T&D

+12. It was agreed that the work done in the field by Gas Meter Repairmen/Repairwomen on Emcorrectors would be confined to those instruments used directly in connection with customer billing.

M+16. The operator of mechanized trenching equipment assigned to gas crews will be a Gas Mechanic 2/C or an individual in Pay Group 16 or above.

+17. It was agreed that the Company's present practice of operating the mobile cranes by Mechanics - First Class without direct supervision, or by Mechanics - Second Class (upgraded) with direct supervision, would be continued.

1959 - T&D

+12. When the bulldozer is operated for grading purposes, it shall require a Mechanic 2/C or Equipment Operator Special. If a lower grade of Equipment Operator is operating the bulldozer for grading purposes, he shall be upgraded while it is so used.

1960 - T&D

+10. When the Company's Manual of Contract Interpretation is completed, a copy thereof will be furnished to the Union.

+11. The Company's memorandum setting forth rules as to coffee time, dated June 29, 1954, was reaffirmed. The word "Foreman/Forewoman" as used in that statement means the person in charge of the crew. (See Exhibit +1)

+13. A special safety committee will be organized to begin work about July 5, 1960, for the purpose of reviewing provisions of the Manual of Safe Practices relating to the use of rubber gloves and rubber sleeves. In the meantime, pending review by the committee, Paragraph 4 of Article D of Section 12-3 is revised to read as follows:

"(4) Rubber sleeves must be worn whenever the use of rubber gloves is required on a pole or structure or in an elevated position except that sleeves shall not be required when the work is confined to low voltage conductors or equipment and it is not possible to reach, slip or fall into any wire or equipment which is or may become energized at medium voltage."

+17. The Company expressed concern about the way in which some Union members were interpreting the provisions of the contract relating to:

- (a) Time off for death in the family.
- (b) Company time used for eating meals and payment for meals.
- (c) Inclement weather.

The Union agreed to pass on to its members the Company's concern and to assist the Company in its attempt to reduce abuses in connection with these matters.

+21. The Company informed the Union of its intention to discontinue cashing pay checks on Company time.

1960 - TOC

*5. Rates of pay affecting part-time employees will be stated at hourly rates rather than weekly.

1960 - TOC (Cont'd)

M*12. When the Company's Manual of Contract Interpretation is completed, the Company will endeavor to extract therefrom provisions applicable to the TOC agreement and will make them available to the Union.

***14.** The Company informed the Union of its intention to discontinue cashing pay checks on Company time.

1961 - T&D

+5. The Company is to determine whether or not it has been the Company's practice to treat as a callout scheduled overtime of which the employee is notified after the close of the last basic workday in a workweek. If it has been the Company's practice in the past, the Company will see that the practice is continued. (See Exhibit 32)

M+14. Operating instructions OP-1-7 with respect to personnel which are enabled to do switching, is recognized as the existing practice. Any change in these instructions shall be reviewed with the Union.

1961 - TOC

M*17. It is agreed that the roving maintenance crews consisting of T&D employees is confined to unskilled painting and that all skilled painting shall be done by TOC members.

***24.** It was agreed that the job duties of a Receptionist do not include the taking of dictation.

M*31. It is agreed that the hiring rate may be changed by the Company from time to time but not more often than once in every thirty-day period. The Union shall be notified of any changes in the hiring rate not later than 10 days after the change is put into effect; however, failure to timely notify the Union of such increase in rate shall not effect any such change.

1962 - T&D

+16. It was agreed that:

It is the Union's responsibility to require its members in the bargaining unit to be available to meet the emergency operating needs of the Company.

1962 - T&D (Cont'd)

The Company will suspend residency requirement on any job classifications that do not contain stated residency requirements in the job specifications except Commercial Specialists and Operator-Caretakers assigned to hydro plants or substations who must agree to live within twenty minutes traveling time from job headquarters.

As in the past, the Company reserves the right to call people who can respond most promptly in cases of a nature which, in the consideration of local management, require immediate attention.

1962 - TOC

M3. The Company agreed that after each meeting of the Administrative Committee of the Retirement Plan, a member of the Committee would meet with the officers of the Union and inform them as to matters acted upon by the Committee.

M4. It was agreed that the Union would receive annual financial reports of the operations of the Retirement Fund.

*6. The Company agreed that before posting any job in a lower classification than that of the previous incumbent the matter would be discussed with the Union Officers and the reason for such lower classification explained.

*8. It was agreed that where work is to be done in the evening the employee would be given the opportunity of doing this work on the basis of an extended day. If work conditions permit, the employee may elect to go home and return, in which case, the work would be treated as scheduled overtime. Where the work is done on an extended day basis, the applicable provisions of the Contract with respect to payment for meals and payment for the time to eat the meal will apply.

1963 - T&D

+16. The quitting time at Eltings Corners Storeroom for all employees will be 4:30 p.m., provided that this quitting time does not interfere with operations or increase costs. (See 1971-32, 1969-5)

+17. Whenever supervision of district operations is released from the Distribution System Supervisor at Control Center to any district, the supervisor in charge of the district shall have the responsibility of determining whether it is necessary to call out personnel and, if so, shall call out a Dispatcher, if available.

1963 - T&D (Cont'd)

18. The names of the Bargaining Committee will be set forth at the end of the Memorandum of Tentative Agreement as printed with the printed agreement booklet.

M+23. Exploratory work involving principally barholing or excavation work conducted for the purpose of determining the existence and location of a gas street leak shall be under the general supervision of a Chief Gas Mechanic or higher supervision. This requirement need not be followed when the work of a leak investigation involves principally the use of leak detection equipment (such as mobile leak detector) with incidental probing.

**3rd Step Settlement
Grievance 89-18**

Barholing work conducted for the purpose of rechecking a gas leak, which has been previously repaired or located, does not require supervision of a Chief Gas Mechanic or higher supervision.

Such rechecking shall mean the taking of readings at, or in close proximity to, previously established probe holes and/or other locations which can be located from Company records.

M+26. The heavy Mueller equipment will be lifted in the field by hydraulic lifting equipment. The Mueller equipment will continue to be stored at Newburgh for the present, but eventually it will be located at a more central place in the system so that additional employees may be trained in its use and maintenance.

1963 - TOC

*7. It was agreed that when it becomes necessary to employ additional Maintenance Workers at South Road on either a temporary or permanent basis, night Maintenance Workers shall be given an opportunity to take available day work prior to employing new personnel for such work provided that such preference shall apply only within classifications. This agreement shall not apply to college students hired for the summer.

M14. It was agreed that where hardship is created due to delay in the payment of fees for jury duty, the Company will advance such payments on a Pay Advance Form. (See 1981-M+24)

1963 – TOC (Cont'd)

*27. It was agreed no members of the bargaining unit should assume supervisory duties without being assigned thereto.

*28. It was agreed that time lost by an employee for medical or dental treatments for an existing or present illness is allowable sick time.

*29. It was agreed that the Company would establish a safety committee to be composed of management representatives and representatives from within the bargaining unit. The Company will also from time to time prepare and present appropriate safety programs to clerical and office employees. (See 1969-9, 1973-21, 1973-M*24, 1977-M*22 and 1989-22)

1965 – T&D

M+12. The Company will apply the following rule, so long as it is not abused: When it becomes necessary for an employee who is a member of a volunteer fire department or volunteer first aid rescue squad to be absent from work due to fighting a fire or performing first aid or rescue work, the employee shall be paid for such absence. Employees who have reported for work will not be excused.

This benefit does not apply to shift or special schedule employees except that shift and special schedule employees will be permitted to report two hours late for work without loss of pay if they are out fighting fires, or performing first aid or rescue work.

+13. It is not intended that the Plant Technicians will perform any of the work presently performed by Relay or Communication Technicians.

+19. If an employee is subpoenaed or summoned to court in a matter which involves the Company, the Company will treat each individual case on its merits and will determine what, if any, compensation is to be made to the employee or whether or not legal counsel should represent the employee at the expense of the Company.

+30. The present job specification of the Utility Worker remains unchanged. In light of the grievances that have occurred during the term of the existing contract, it is understood that a Utility Worker may drive any truck except a semi-tractor truck, but including a bucket truck or a truck with power take-off equipment or a winch. However, he/she may not operate such power

1965 – T&D (Cont'd)

equipment. A Utility Worker may operate all tools of the type used by the lowest classifications he/she replaced, but the Utility Worker may operate a jackhammer only when he/she is assisting an employee of a higher classification. The Company also reaffirms that the Utility Worker may be used in all Occupational Groups except in Occupation Group IV (Commercial Group).

+38. With respect to the questions raised about hanging transformers and assignment of crews performing live line work the Company stated: "No untrained employee will be assigned to a crew performing live line work with live line tools where dependence on such person will affect the safety of other employees in the crew. When performing such live line work, the crew shall have the proper complement of employees to perform the work safely."

When hanging transformers, the crew assigned to perform the work shall have the proper complement of men to perform the work safely.

+39. The Company will initiate a program for inspecting bucket trucks. (See Exhibit +11)

+45. If the Company declares a vacancy in the Commercial Specialist classification, a refresher course will be given prior to the examination. The size of the class will be determined by the facilities available for presenting the course. Classes will be conducted on the employees' time. (See Exhibit 3)

+47. The Company and the Union agree that 90 days prior to the termination of the Working Agreement they will exchange any proposals which they wish to discuss at the next negotiating session. It is understood that such proposals may be amended thereafter and additional ones presented up to 60 days prior to expiration of the contract.

1965 - TOC

*9. The Company will apply the following rule, so long as it is not abused: When it becomes necessary for an employee who is a member of a volunteer fire department or volunteer first aid rescue squad to be absent from work due to fighting a fire or performing first aid or rescue work, the employee shall be paid for such absence. Employees who have reported for work will not be excused.

1965 - TOC (Cont'd)

This benefit does not apply to shift or special schedule employees except that shift and special schedule employees will be permitted to report two hours late for work without loss of pay if they are out fighting fires, or performing first aid or rescue work.

*10. If an employee is subpoenaed or summoned to court in a matter which involves the Company, the Company will treat each individual case on its merits and will determine what, if any, compensation is to be made to the employee or whether or not legal counsel should represent the employee at the expense of the Company.

*13. The Company and Union agree that 90 days prior to the termination of the Working Agreement they may exchange any proposals which they wish to discuss at the next negotiating session.

*16. With respect to the distribution of overtime, if the Union feels that overtime is not being distributed on a reasonable and fair basis, the Union shall call it to the attention of the proper supervision and the Company will attempt to correct the situation.

1967

M*6. The Company reported that it has commenced a training program for Draftsmen (now entitled 'Engineering Drafter') (See 1969*19)

9. The Company will consider applications for leave of absence for educational or political reasons on an individual basis.

+30. When the Sturgeon Pool, Dashville and High Falls hydro generating plants are retired, the provisions in the Agreement with Local 320 providing for split shifts will be eliminated.

M+33. The Company will endeavor to provide as nearly uniform treatment as practical for inclement weather situations as they affect employees in the District Representative and Commercial Representative classifications.

1967 (Cont'd)

The Company agrees that supervisors will assess road and traffic conditions, particularly during winter periods, when assigning District Representative and Commercial Representative classifications. The employees have the responsibility to use judgment in such situations by exercising care and using special equipment and to bring unusual or unforeseen circumstances to the attention of their supervisor.

1969

5. Commencing not later than January 1, 1970, the normal workday shall end at 4:30 p.m. for all employees except special schedule and shift workers and the lunch hour for such employees shall be one-half hour. The Company shall have the right to assign a limited number of District Representatives, Commercial Representatives and Customer Service Representatives to work until 5:00 p.m. Such assignments shall be on a rotating basis, and the Company shall honor the preferences of the employees wherever it is practical to do so. The Company shall stagger lunch periods where necessary in order to accommodate operating conditions. The half-hour lunch period and closing time shall be strictly observed. In view of the change in lunch period, the mode of operation of the cafeteria will be modified as necessary. (See Exhibit *86, 1963+16 and 1971-32)

M 7. The phrase, "the majority of" appearing in Article III, Section K of the T&D Agreement and Article III, Section N of the TOC Agreement shall be construed to include 50%.

9. A joint Company and Union Safety Committee shall be established to consider safety questions relating to the Company as a whole. Such Committee shall consist of not more than seven (7) Company representatives, not more than seven (7) Union representatives, a representative of Human Resources, and either the Business Manager or an officer of Local 320. The Company's Safety Director shall attend ex officio. One of the Company representatives shall act as Committee Chairman. The Committee shall meet no more than twice a calendar year, unless additional meetings are agreed upon, and will consider only matters of system-wide safety application which have been introduced and reviewed at a District Safety Committee meeting. At least two weeks before any meeting, the agenda shall be agreed upon by the

1969 (Cont'd)

representative of Human Resources and the President and Business Manager or an officer of Local 320 who is serving as a member of the Committee. (See 1963*29, 1973-21, 1973-M*24, 1977-M*22 and 1989-22)

10. The title sheet of the "Manual of Safe Practices" will state that any changes, deletions and additions therein were made in accordance with the provisions of Article V, Section A of the Working Agreement.

13. The phrase "prior to the employee's scheduled vacation" as used in the second paragraph of Article VIII F of both Agreements shall mean prior to the close of business on the last day on which the employee is at work before leaving on vacation.

18. The Company will use its best efforts to notify the Union as far in advance as possible of the hiring of temporary seasonal employees and will indicate where such employees will work.

*19. The Company affirmed that it will continue its present practice with respect to using contract employees; and stated that it will review its needs for additional Draftsmen. (See 1967-M*6)

*20. The Company will inform the Union of the hours of work, work assignments, locations and number of Co-operative high school students. (See 1977-M*44 and Exhibit *34)

*30. Each Cafeteria Worker will receive two uniforms. (See 1977-M*32 and 1985-22)

32. The Company will supply the Union with copies of existing training programs and training programs as they are developed.

+33. The Company stated that it had no present intention of changing its practice with respect to welding and tapping on live gas mains.

+37. The Company will establish a program for training in procedures for probing for gas leaks in common trenches.

39. The Company will continue its practice of giving assistance where needed to protect employees while working.

1969 (Cont'd)

44. The Company will continue to endeavor to make the administration of personal time as consistent as possible. Any employee requesting personal time who feels that their need for such personal time was of such a nature as to be inappropriate to discuss with their supervisor, may review such request with Human Resources.

M*45. The Company submitted a list of tools which it considered to be basic tools to be supplied by Mechanics (Automotive and Hydraulic) which list was acceptable to the Union. Any special tools not on the list required for the performance of the work are to be supplied by the Company. (See Exhibit *35)

1971

3. Double time shall be paid for time worked in excess of 16 consecutive hours. With respect to payment for work on a vacation day, if an employee while on vacation is requested to work and elects to do so, the employee will be paid on the same basis as an employee who works on a holiday is paid; or, the employee may elect to take another day off in which case the employee will be paid premium pay only for the hours worked, provided that the election of this option does not result in additional cost to the Company.

9. The Company will continue its present practice of notifying the Union promptly upon the suspension of an employee, and the Union will be informed of the reasons for the suspension.

+15. The twenty-minute residency requirement will be waived for the following classifications: Commercial Specialist, Hydro Station Operators 1/C and 2/C and Substation Operators 1/C and 2/C, except that such requirement will continue to be applicable to the Hydro Station Operator classifications at the Neversink Hydro Plant. In an emergency, the Company will call out those qualified employees who are able to most promptly respond to the scene of the emergency.

21. The Company stated that any employee, who feels that they are not being given work assignments which will provide training for advancement in an automatic progression series, is encouraged to discuss the matter with his/her supervisor.

+23. The Company stated that the classification of Plant Technician will not be assigned operating duties associated with production units normally manned on a continuous basis.

1971 (Cont'd)

*29. Customer Service Representatives will be placed first on the applicable call list for storm trouble. (See 1977*34 and 1987-M*50)

32. The Company will waive its right to assign a limited number of Customer Service Representatives to work until 5:00 p.m. and will look into the feasibility of reducing, if not eliminating, such assignments for District Representatives and Commercial Representatives. This item shall be inapplicable to Customer Service Representatives - E.H. (See Exhibit *86, 1963+16 and 1969-5)

M36. The Company will endeavor to use T&D employees, when they are available at their headquarters, to relieve Order Dispatchers. If it becomes necessary to use a TOC employee to relieve an Order Dispatcher, the employee will be upgraded in accordance with the upgrading provisions of the TOC contract except that for this situation only the period of assignment to entitle the employee to such upgrading shall be for one or more hours. (See 1977-19)

39. In connection with the Working Foreman/ Forewoman, Chief or Commercial Specialists test procedures, if an applicant fails only the appraisal part of the examination by no more than five points from the passing grade of 75 percent, then the Company will seek two additional appraisals--one from the Union and one from the Company. These two appraisals will be included with the other appraisals already taken in determining the average appraisal grade. (See Exhibits 3, *4 and 1965+45)

*44. The Company will consider the development of a program to train Estimators.

+45. The Company stated that any regularly scheduled or repetitive meter reading associated with corrosion monitoring and distribution circuit analysis will be performed by members of the Union. In addition, the Company stated that it will continue its practice of dispatching a member of the Union to investigate voltage complaints.

47. Any present employee who does not have a high school education but is holding a classification the qualifications for which specify a high school education or equivalent, will, for purposes of promotion, be considered to have established that he/she has the equivalent of a high school education.

1971 (Cont'd)

49. The Company will instruct employees in the proper operation of motor vehicle equipment which they are expected to operate whenever the Company deems such instruction to be necessary. The Company also will provide instruction to enable an employee to qualify for a Class I license which is required in the performance of the employee's duties. (See Exhibit +12, 1973-64)

*51. When relief janitorial service is necessary in a district office, excluding outlying offices, other Janitors and Maintenance Workers who work in that office will be used to the extent of their availability before assigning the work to other employees.

+53. The Company stated that Service Workers hired from outside the Company will be required to serve two years in the Service Worker classification before being permitted to apply for another position unless this condition is waived by mutual agreement with the Union.

M55. The term "father" or "mother" appearing in Article VIII, I 3 of the T&D Agreement and appearing in Article VIII, H 3 of the TOC Agreement shall be interpreted to include any person who has acted in the place of either such parent of an employee.

M60. Should employees become subject to longer periods of military service than are presently provided for in Article VIII I 4 in the T&D Working Agreement and VIII H 3 in the TOC Working Agreement, the Company will give consideration to extending these provisions. (See Exhibit 47 and 2003-17)

1973

14. In order to deal with questions which are not grievances, a procedure whereby the Local Union President, and/or Business Manager or the Executive Board may submit questions to the Company is established. This procedure will consist of four steps:

First, submission of the question in writing to a Division Manager;

Second, joint discussion of the question with the Division Manager if not resolved in the first step;

1973 (Cont'd)

Third, joint discussion of the question with the Group Head if not resolved in the second step;

Fourth, joint discussion of the question with the President if not resolved in the third step.

The procedure will not provide for amendment of the Working Agreements nor result in arbitration of the question.

15. Whenever a memorandum relating to outstanding or unsatisfactory performance of an employee is placed in the employee's personnel file, the employee will be given a copy of such a memorandum. When a memorandum relating to unsatisfactory performance has been inserted in an employee's file, if the employee's subsequent performance is satisfactory, a further memorandum to that effect will be placed in the file and a copy given to the employee.

M19. The cost of printing the copies of the Working Agreement requested by the Union shall be shared on a 50/50 basis between the Union and the Company. (See 1979-M44)

+20. The Grove Crane, when equipped with a "pin-on-bucket" shall not be used for work on energized lines or equipment. An employee working in the bucket will not be permitted to leave the bucket while it is in the elevated position.

21. The Joint Safety Committee shall meet at least quarterly. (See 1963*29, 1969-9, 1973-M*24, 1977-M*22, and 1989-22)

22. All vehicles that are primarily designed as personnel carriers will be equipped with dual controls with ground controls having override capability.

M*23. Members of the TOC Bargaining Unit shall be covered by those sections of the Manual of Safe Practices which relate to such members.

M*24. At least one member of the TOC Bargaining Unit shall be a member of the Joint Safety Committee. (See 1963*29, 1969-9, 1973-21, 1977-M*22, and 1989-22)

1973 (Cont'd)

M26. An Accident Investigation Committee shall be comprised of employees appointed by the Company and shall include a member or members selected from nominees supplied by Local 320. Each member is guaranteed complete independence of action in investigating the facts of the accident and shall serve as neither representative of Management nor of the Local. Information regarding the proceedings and the findings of the Committee shall be made available to Local 320.

27. The Company will pay a Union representative to accompany an OSHA Compliance Officer on a walk-around inspection during regularly scheduled working hours.

32. The makeup of the District Safety Committees will be revised to provide employee representation proportionally by classifications and districts. These committees will meet every other month and each operating district will conduct formalized meetings with crew chiefs and Working Foremen/Forewomen during alternate months.

M35. Any employee represented by Local 320 who has a qualifying mark for a classification within a job sequence and who subsequently bids on a lower classification within the same sequence will be deemed qualified for such lower classification.

+42. The need for the duration of upgrading to Working Foreman/Forewoman or Chief classification depends primarily on the need for supervision. If such need does exist, there will be upgrading even though the weather is inclement. However, if there is no need there will be no upgrading.

+45. All maintenance work performed from the interface away from computers shall be performed by classified personnel, and all work from the interface towards computers shall be performed by unclassified personnel.

47. Whenever upgrading is permitted in the Working Agreement, including the upgrading permitted in Exhibit 28, the employee in the work unit who is in the highest classification from which upgrading would be appropriately made, and who has seniority, shall be the one to be upgraded unless the employee is not capable of performing the duties required by the upgrading in the judgment of the Company and the Union.

1973 (Cont'd)

M*52. Committees of Company and Union personnel will be established, when appropriate, to develop standardized job knowledge examinations for classifications within the TOC Agreement.

M63. Any employee required to travel outside of his/her basic work hours to a location outside the Company territory for the purpose of training will be paid at his/her straight time rate for actual travel time up to 8 hours going to and 8 hours returning from such location.

64. Licenses, not essential or acquired for personal use, but required by a job specification, shall be paid for by the Company as well as the time necessary to take the qualifying examinations. The difference between the fee for an operator's license and a chauffeur's license, and renewals thereof, shall be paid for by the Company. (See Exhibits +12 and +65, 1971-49, 1985-M+50 and 1987-M+30)

67. The Company will stress with its supervisory organization the importance of the 16-hour rule and the necessity of keeping in mind the hours an employee has worked so that arrangements can be made to relieve the employee except under the most extenuating circumstances. Under such circumstances, the supervisor shall permit the employee to work in excess of 16 hours only if he/she so consents. (See Exhibit +10)

1975

*15. For the purpose of vacation entitlement only, the Company will allow those present employees who started their employment on the Sunday or Monday which occurred on October 2nd or 3rd, when October 1st was a Saturday or Sunday, to be considered to have started their employment on October 1st. This provision will not apply to any other benefit entitlements and will not set a precedent for any individual employed after July 1, 1975.

16. Regular employees who have been granted an approved leave of absence under the provisions of Article VIII, J of each of the Working Agreements will be continued in the Health Benefit Program and will be permitted to prepay their contributions to the Group Life Insurance Plan for the period of such approved leave of absence. The extension of these benefits will be coordinated by the appropriate supervisor with Human Resources and Payroll Section.

1975 (Cont'd)

M20. The Company agrees that it will inform the Union in the event that a matter of discipline has taken place which has resulted in a disciplinary memorandum being placed in an individual's file. All future letters of discipline will contain the paragraph:

"It is the individual employee's prerogative to provide a copy of this letter to his/her recognized bargaining agent." (See 1977-10)

+25. Without the consent of the Union, Company forces will not be required to utilize the so-called "barehanded" technique on any energized system. The Company will continue its existing practice of using its employees to perform work on the 345 KV system with the line deenergized and grounded. It is the Company's intention, however, to continue to investigate current practices in the industry for performing work on lines energized at 345 KV and to develop those techniques and training programs utilizing its employees and which can be adopted on our system after complete discussion and review with the consent of the Union. However, until such time as these matters are resolved, outside assistance brought in by the Company may use any technique on an energized 345 KV system in the following cases: emergencies, financial penalty, or jeopardy to the integrity of the state-wide system.

***29.** The Company will assign two members of the Automotive and Hydraulic Mechanic force to the night shift at Eltings Corners. If, however, due to circumstances beyond the control of the Company, the assigned complement is not available, the resultant vacancies will not be filled.

***34.** Under normal operating conditions all telephone calls received from customers will be switched to the Control Center by 4:25 p.m. This provision is considered inapplicable for a District staffed beyond 4:30 in accordance with 1989-13.

1977

10. If the employee requests, a Union representative shall be present when a letter of reprimand is given to such employee. (See 1975-M20)

1977 (Cont'd)

*16. If an employee is temporarily assigned to other work within or outside of a department, that employee will be advised of purpose of such assignment, i.e., to replace another employee and if that position is of a higher classification, an upgrade will occur. Supervision will be instructed to discuss the assignment and work involved and clarify to the employee if an upgrade will occur.

19. When required, the Company will fill the Dispatcher Trainee position through a general ability examination. At the end of a training period of not less than six months but not more than twelve months, the Trainee must qualify for Order Dispatcher by a job knowledge examination.

Such classification shall be included in the Automatic Progression Series at existing pay groups.

It should be noted that such vacancies will generally be filled by the transfer of disabled employees. (See 1971-M36)

+20. The Company will designate a group of Linemen/Linewomen and Working Foremen/Forewomen 2/C to be comprised of (1) 10 percent of the qualified Linemen/Linewomen of the First-Class and Second-Class classification existing at any time, and (2) 10 percent of the Working Foremen/Forewomen 2/C (LES&T) existing at any time and assigned to the line forces.

The initial selection of such qualified Linemen/Linewomen will be from the least senior in such classifications. The initial selection of such Working Foremen/Forewomen 2/C shall be through the post and bid procedure. Such employees will report at the normal or designated time to any headquarters within the system from time to time as the Company may determine. Such employees shall be only reimbursed for additional mileage cost for transportation pursuant to Article V-P of the 320 Working Agreement when reporting to other than their normal headquarters.

Scheduled overtime records and a call-out system for such employees will be maintained at each such employee's normally designated headquarters.

The foregoing shall not preclude the Company from assigning any Second or Third-Class Linemen/Linewomen to any headquarters for training as may be required.

1977 (Cont'd)

In view of the foregoing, all Linemen/ Linewomen 3/C shall be permitted to continue to progress through the Linemen/Linewomen automatic progression series.

M21. If a formal accident investigation is to be conducted, an Accident Investigation Committee comprised of employees appointed by the Company shall include, at the option of the Local Union, a member selected from nominees supplied by the Local Union President and Business Manager. However, where the Committee is comprised of three unclassified employees, there must be two bargaining unit employees; and for each additional unclassified member of such Committee there shall be added an additional bargaining unit employee. Each member is guaranteed complete independence of action in investigating the facts of the accident and shall serve as neither representative of Management nor of the Local. The Local will be supplied with a copy of the report prepared by the Accident Investigation Committee.

The responsibility for determining what accidents (lost time or otherwise) are to be investigated lies solely with the Company.

M*22. An Automotive and Hydraulic Mechanic will be added to the Joint Safety Committee. (See 1989-22)

M24. If the Company determines to temporarily fill a position which has been vacated, the Company will fill the position in one of the manners permitted by the Working Agreement. If the position is to be filled though the post and bid procedure, the initial period will not exceed six months. At the end of the six-month period, if the need for the position still exists, the posting can be extended for another six months. At the end of the two six-month periods and if such need still exists, the temporary vacancy shall be re-posted. In the event a temporary position is posted as a result of backfilling a vacancy created by an employee losing their driver's license, such one-year period may be extended up to an additional year upon the mutual agreement of the Union Business Manager and the Company's Labor Relations Manager. (See 1979-17 A & B and Exhibit 114)

+29. A. The Company will assign automobiles to all District Representatives.

B. The Company may elect to assign an automobile to Commercial Representatives if there are insufficient District Representatives eligible to provide adequate coverage.

1977 (Cont'd)

C. All call-outs will be made in accordance with Exhibit +17.

D. The Company will periodically review the emergency related availability record of personnel who are assigned such automobiles. Employees who are continuously unavailable will become ineligible for the assignment of an automobile.

M*32. With the understanding that no precedent is established for the treatment of other jobs, the Company will reimburse the employees in the classifications of Automotive and Hydraulic Mechanics, Chauffeur Mechanics, Chief Working Mechanic, Automotive and Hydraulic Partskeeper, and Garage Helper, up to \$5 per week, for cotton or flame retardant uniform rental and cleaning expenses actually incurred by the employee. The Company will not reimburse the employees for the rental and cleaning expenses of uniforms that are non-cotton or non-flame retardant. Any such employee who, on June 30, 1991, was incurring rental and cleaning expenses of uniforms that were non-cotton or non-flame retardant shall be reimbursed by the Company for any reasonable charge made by the vendor of such uniforms for termination of such rental and cleaning expenses or conversion to rental of such cotton or flame retardant uniforms. (See 1969*30 and 1985-22)

*34. The Company will continue to abide by Item 29 of the 1971 Negotiations "Customer Service Representatives of all classifications will be placed first on the applicable call list for storm troubles." Without waiving any of its rights to utilize any other qualified employee to answer customer calls during periods of service restoration associated with storms or other emergencies, the Company will endeavor not to release Customer Service Representatives from such duties while employees of other classifications are performing such work unless requested to do so by the employee or unless in the opinion of the Company the continuation of such assignments will seriously impair the staffing requirements of the next normal business day. (See Exhibit *86, 1971*29, 1987-M*50)

40. Upon the death of an active employee, the surviving spouse and eligible dependents will be continued under the Company's existing health benefit programs for a period not to exceed six months.

1977 (Cont'd)

M*44. Future participants in the Company's Cooperative Student Program will become members of Local 320. Participants will continue to be paid at a rate determined by the Company and will do any work assigned by the Company up to and including Pay Group 11. When performing such assignments they will be under direct supervision and not otherwise subject to the provisions of the Working Agreement. Furthermore, these students will neither exceed 6 in number at any time nor will be eligible for membership in the Company's benefit plans. (See Exhibit *34, 1969*20)

1979

17. A. When a new headquarters is established, a notice will be posted accepting requests for lateral transfers from employees within the affected classification; subject, however, to the Company's right to transfer employees into such headquarters, if the positions are not filled through the posting procedure; and further subject, however, that such posting will not be required when an existing headquarters is physically relocated.

M17. B. When an existing headquarters is physically relocated a distance of more than 10 miles, the employees assigned thereto will be reimbursed for any additional mileage in accordance with the mileage rate set forth in Articles V P of the T&D Agreement and V H of the TOC Agreement. (See Exhibit +89)

M*18. The Newburgh Headquarters building will be covered by no less than one (1) Maintenance Worker 1/C.

Currently the Company is giving consideration to consolidating district offices in Catskill, Kingston and Fishkill. Previously, the Newburgh district offices were consolidated.

No less than one Maintenance Worker 1/C (No. 141.6) in Pay Group 14 will be assigned to district offices, when consolidated, exclusive of Poughkeepsie. When a Maintenance Worker 1/C is assigned to painting of such consolidated facilities (other than incidental painting), exclusive of Poughkeepsie, the employee will be upgraded to Pay Group 16, in accordance with Article V C of the TOC Labor Agreement. This response shall supersede the third step response in Grievance 83-109. (See 1985-M*52)

M+24. There will be only one posting for a classification listed in Article IV-F 5b of the T&D Agreement with a note to cover the trainee position.

1979 (Cont'd)

M+25. The Company will provide the Local 320 President and Business Manager with a copy of all Service Worker shift schedules as actually worked and all Commercial Representative-Special shift schedules as actually worked within two weeks of the completion of the time period covered by the applicable shift.

M+29. The Company confirms the lateral transfer rights of the Working Foreman/Forewoman 2/C (LES&T) in accordance with Article IV of the Working Agreement. However, Working Foremen/Forewomen 2/C (LES&T) in Pay Group 21.1 who are not qualified for high voltage work shall have no such lateral transfer rights into the line department pursuant to Exhibit 87 of the Labor Agreement. Such restriction shall in no way alter the duties of a Working Foreman/Forewoman 2/C (LES&T) to supervise and direct Linemen/Linewomen, Electricians, Splicers and Testers as provided in job specification 130.1. (See Exhibit +87)

+32. The Company and the Union agree to the March 27, 1979 Report (on so-called "relights") attached hereto. The work of inspection of buildings of public assembly shall be within the scope of both the Commercial Representative 2/C or higher and the Gas Mechanic 1/C or higher. (See Exhibit +56)

M44. The Local and the Company will mutually agree on the printing, size, and type size of the Working Agreements.

The summary plan description booklets will be kept current and updated as necessary in regard to their printing and those booklets shall be reviewed with the Local Union at the joint meeting of the Union and the Company prior to any such printing. A draft of such booklets will be provided reasonably in advance of such meeting. The Company will give due consideration to the Union's comments on such drafts.

Each summary plan description booklet shall contain a notation indicating that the benefits described in such booklet for members of Local 320 of the IBEW were negotiated through collective bargaining. The size and type of printing of such notation shall be mutually agreed to. (See 1973-M19)

M+45. The Commercial Representative-Special will not be used to replace a Service Worker A or B classification, 109.1 and 109.2, when they are absent and the establishment of this new classification will not impact or alter the currently assigned responsibilities of the Service Workers.

1979 (Cont'd)

The Company agrees that it will not require any now existing District Representative to move his/her place of residence.

47. If material safety data sheets are issued on chemical substances purchased by the Company, such data sheets will be made available in the applicable headquarters for review by employees who use such substances.

48. The "seniority" list shall set forth the following: names, address, telephone number, classification, assigned headquarters, social security numbers, I.B.E.W. card number, date of birth, employee number, service date, and seniority date.

M51. After a thorough review and consideration of the Unions' stated concerns in the area of safety, the Company maintains its position that it has both legal and financial responsibility for the safety of its employees. The Company, however, is willing to reaffirm the following:

1. The Manual of Safe Practices will be reviewed and updated where appropriate. Any suggested changes that the Union or an individual might have will be welcomed. These suggestions should be submitted in a timely fashion so as not to delay the procedure. To the best of our ability, we will assure you that any changes will be made only after full and complete discussion in accordance with Article V A-1 of the Working Agreement.

2. The Manual of Safe Practices will be used as was intended, that is, as a general instruction designed to assist all employees in the safe and efficient performance of their duties.

M+52. For scheduled assignments only, the Company agrees to assign two qualified Linemen/Linewomen to open and close cutouts and perform switching on the overhead electric distribution system while working in the elevated position.

1981

+8. The Company reaffirms its agreement of (i) requiring a personal appraisal for all applicants for the positions of Commercial Representative 1/C, Commercial Representative-Special and District Representative and (ii) not requiring a

1981 (Cont'd)

personal appraisal for going from Commercial Representative 1/C to Commercial Representative-Special to Commercial Representative 1/C.

M*10. The Company will advise Local 320 of any term contracts made with suppliers of personnel in the clerical field.

11. Any employee who, prior to being transferred or reassigned under Article IX D of the Working Agreements, resigns from employment will receive one week of severance pay for each two full years of service with the Company.

20. The Company will agree to allow employees to review the contents of their personnel files under the following conditions:

- a. The request must be made in writing to Human Resources at least five working days in advance of the date of review.
- b. The review of the personnel file will be conducted outside of the employee's normal work period.
- c. A member of Human Resources will be present during the review.
- d. Photocopies will not be permitted but the employee may take notes as the review is being conducted.
- e. Review of an employee's personnel file will be limited to once a year.

M21. The Company will provide without charge one copy of the applicable seniority list to Local 320 on a quarterly basis. Additional copies will be provided at cost.

M+24. Shift workers will be assigned to work days only on those days during their normal workweek when they are serving on jury duty.

If any shift worker is called to serve jury duty on his/her scheduled day off, the Company will not reschedule such shift worker but rather the shift worker shall serve jury duty on their own time.

1981 (Cont'd)

M*25. Upon notification from the Union President and Business Manager to the Company's Labor Relations Manager that an employee is dissatisfied with the supervisor's explanation of the employee's test results, the Company agrees that the Labor Relations Manager will arrange for one further discussion between such employee and the employee's supervisor with respect to such test results.

***27.** The Company agrees that when a job posting for Building and Grounds Mechanic is posted, the particular skill that the employee will be tested for during the employee's progression will be included on the posting. An additional note will also be included on the posting stating that the applicant shall also be required to perform any other skill required in the job specification that the Company determines the employee is qualified to perform.

M*28. The Company will reimburse the Automotive and Hydraulic Mechanics annually (July 1 to June 30) for the purchase of new tools upon presentation of proof of purchase as follows: \$250.00 for each 1/C and 2/C such Mechanic and \$150.00 for each 3/C such Mechanic without any accumulation for any unused such allowance. The provisions of Article V, Paragraph 1 of the Working Agreement, will remain in effect. The Company will remove from the Tool List (Exhibit 35 of the Supplemental Agreements of said Working Agreement) those tools available from standard stock. (See Exhibit*35, 1969-M*45 and 1987*56).

+29. The Company agrees that Service Workers will be assigned to an eight-hour shift, and their hours will not conform to the hours of the non-shift employee except when they are scheduled to work the non-shift employee's normal workweek under the same conditions of the non-shift employee.

M*32. The Company and Local 320 agree to the following:

A. The Company will provide a written statement to all Customer Service Representatives explaining that from time to time phone calls will be monitored to assure adequacy of training, control, and quality of response to customer inquiry. Demonstrations of the technique for such monitoring will be given to CSRs so they can train other new CSRs.

1981 (Cont'd)

M34. The Company agrees as follows:

- a. The Company will establish a headquarters for Linemen/Linewomen, Gas Mechanics and Testers in the automatic progression series, no later than the date such employee qualifies at the second-class level. All such headquarters will be established in accordance with Article IV, Section J, Paragraphs 3 and 4 of the T&D Working Agreement.
- b. Headquarters for all job classifications other than for Linemen/Linewomen and Service Worker A affected by automatic progression will be established no later than 60 days prior to the time that an employee is to be given the opportunity to qualify for the top classification in the automatic progression series.
- c. Headquarters for Service Worker A's will be established within 120 days following an individual's progression to the position of Service Worker A.

+39. The Company agrees that the hydraulic derrick manufactured by "National" and owned by the Company will be operated by an employee of Pay Group 19 or higher. (See 1987+31)

+41. The Company agrees that on any day a Hydro Station Operator or Roving Mechanic Operator assigned to work a split shift (i.e., non-consecutive hours), he/she will be reimbursed, as provided for in Article V P of the Working Agreement, for all mileage driven on such day in excess of one round trip between the employee's home and his/her assigned headquarters.

43. With respect to a half-day vacation taken in a year, the Company will permit the remainder of such day to be carried over to the following year, provided, however, that such carryover complies with the 10-day limitation on deferred vacation in the applicable provisions of the Working Agreements and further, provide, however, that the scheduling of such remaining half-day as a vacation is subject to the approval of the employee's supervisor.

1983

M6.C. An employee who had been demoted prior to October 1, 1983 in such a transfer (i.e., the employee had 10 or more years of continuous service at the time of transfer) and continues to be in a Pay Group below the Pay Group from which he or she was initially transferred under Article IX E, will accrue benefits under the Retirement Income Plan, effective October 1, 1983 in the Plan Class level that is commensurate with the Pay Group in which the employee would have been had the employee not been demoted. Employees transferred pursuant to Article IX E of the T&D Working Agreement or the TOC Working Agreement, or Article IX F of the Part-time Working Agreement, shall have the Plan Class applied in past service updates under the Retirement Income Plan.

10.B. Before filling job vacancies for which no I.B.E.W. employees qualify, the Company will notify the Union thereof in writing before filling the job from outside the Company. If a vacancy is not filled from outside the Company within 120 calendar days after such notification, the Company will repost the position.

M13. The Company will increase the reward given to employees for discovery of theft of service.

When a theft of service is discovered in the field by an employee, the Company will pay a reward to the employee in such amount that the employee receives a net amount of not less than \$25.00.

When a theft of service is verified by the Company, the employee will be paid an additional reward of a net amount of not less than \$100.00.

18. The only conditions applicable to a regular employee being granted a leave of absence without pay (pursuant to Articles VIII J of each of the Working Agreements) are, as set forth in such provisions, as follows:

1. Reasonable notice is given to the Company.
2. Conditions of work at the time are such that the employee's services can be spared.

25. No grievance will be rejected by the Company, which is filed properly by an individual who alleges being harmed by the Company's failure to comply with the Working Agreement.

1983 (Cont'd)

M29. In the event of a layoff, high school co-ops, Part-time CSRs and other part-time employees who have earned no seniority will be laid off first before any full-time employees. If any Part-time CSRs and any other part-time employees have accrued seniority, such seniority will be recognized for purposes of "LIFO".

The foregoing is a function of the operation of the seniority, service and LIFO provision, if any, of the existing (and proposed) provisions of the T&D and TOC Full-time Agreements, the Part-time Agreement and the CSR Part-time Agreement.

M32. The Company and the Union will, by October 1, 1983, agree in writing upon one list of ten (10) mutually acceptable arbitrators for arbitrations under the Working Agreements.

If such a list is so agreed upon, any party thereto may unilaterally elect in writing to eliminate up to two (2) arbitrators from the list during each year of the Working Agreements, and in such case, the parties will agree in writing upon a substitute arbitrator(s), and if no such agreement is reached within 30 days of the date of elimination, no substitution will be made.

The procedure for selecting an arbitrator for an arbitration from the agreed-upon list shall be as follows:

1. The Company and Union will agree on a mutually acceptable date to hear the grievance before an arbitrator.
2. The arbitrator shall be selected from such list by going down the list in numerical order and contacting such arbitrator and scheduling the hearing for the preselected date. In the event such arbitrator is unavailable for the scheduled date, the next arbitrator on this list will be contacted. This procedure shall continue until the list is exhausted, and if exhausted, the preselected date chosen by Management and the Union shall be changed by mutual agreement, and the procedure to select an arbitrator shall be repeated, including additional date changes, if necessary. If, however, the list is exhausted twice, the parties will be governed by the terms of Article X A 4 of the Working Agreement for the selection of an arbitrator for that grievance. For the next grievance to be arbitrated, there shall be selected an arbitrator from the list as described above.

1983 (Cont'd)

41. The Company will develop by October 1, 1983 an information program to acquaint Supervisors and employees who regularly use VDTs with the nature and magnitude of emissions including recommendations for minimizing an operator's fatigue and discomfort at the work station.

The Company will agree to test all new VDTs for radiation leakage prior to being put into service and thereafter periodically, and also will test existing VDTs, but not less than once a year. In addition, if the operator of the VDT requests, the Company will so test the machine. (See 1985-53)

43. Any retired employee, including his or her spouse (who is also a retired employee), is entitled to all of the benefits applicable to any retired employee of the Company.

53. Upon hiring a classified employee who elects not to enroll in either the noncontributory Health Program or the noncontributory Group Life Insurance Program, the employee will be required to sign a waiver form which states that a copy of such form, if signed, will be given to the employee's Union representative.

1985

*14. Effective October 1, 1985, the Company will permit any part-time employee to elect to receive the same Health Benefit Plan coverage as regular full-time employees provided the employee pays the cost thereof; which cost will be no greater than the per employee cost to the Company for regular full-time employees.

16. On or about July 1, 1989, the Company will amend its Disability Benefits Plan filed with the New York Department of Labor under the New York State Disability Benefits Law to raise to \$170 per week statutory disability payments. (See Exhibit 82)

18. The Company shall print, on the annual statement of benefits, the name of the employee's designated beneficiary under the Life Insurance Plan no later than the Plan Year of 1986.

19. The Company will agree to continue to post a list of CPR-qualified employees and the expiration date of their qualification in their work headquarters on the bulletin board.

1985 (Cont'd)

20. Item +11 from the 1969 Memorandum of Agreement shall be terminated and eliminated from the Supplemental Agreements and the following shall be added to the 1985 Supplemental Agreement and shall be applicable to all of the Working Agreements:

The Company will use its best efforts to notify the Union as promptly as possible of contracts providing for the performance of work of the type normally performed by members of the bargaining units. Such information will include the location of the work being performed and the character of the work being performed.

Such location and character of work shall be as specific as practicable. In the event the Union desires additional information to that provided on any particular contract, they may request it and the Company will use its best efforts to comply with the request.

Similar information, if not already supplied, will be supplied with respect to term contracts.

22. The Company currently provides adequate protective outerwear to insure that employees' clothing will not become contaminated by hazardous substances or ruined. In those unusual cases where an employee's clothing has been badly soiled or contaminated, the Company on a case-by-case basis will determine whether or not the individual's clothing should be cleaned or replaced at the Company's expense. These cases will only be considered as a result of unusual and unforeseen circumstances, and not due to an employee's carelessness.

The Company will use its Purchasing function to solicit bids from Uniform Companies in order to assist the participating employees in obtaining the most favorable contractual terms.

The Company, when authorized in writing by such employees, will withhold the rental cost from each such employee's weekly pay. (See 1969*30 and 1977-M*32)

23. The Company through Human Resources, more particularly the Labor Relations Division, will endeavor to improve the level of communication as it relates to issues such as, but not limited to:

- (1) Displacement of Employees
- (2) Changes in Job Classifications

1985 (Cont'd)

- (3) Training and,
- (4) Introduction of New Equipment which significantly changes current work practices.

M24. If an employee is being terminated at a meeting with Company representatives, the Company will make the Union President and Business Manager, or a representative designated by such President and Business Manager in such President and Business Manager's absence, available to the employee as the employee's union representative. This provision shall not deprive the employee of his/her right to refuse any such union representation at this meeting if he/she so desires.

+25. The Company will by the end of the term of the Working Agreement issue personalized rubber gloves to all individuals who are required to receive them.

+32. The Company will provide an employee with written notice not later than ten (10) days after being transferred from rotating status to non-rotating status or vice versa.

M*33. Through December 31, 2003, the Cleaning Worker classification will be paid at a fixed rate of \$10.65 per hour and the pay level for Cleaning Worker (139.1) will be established at a fixed rate of \$10.85 per hour effective January 1, 2004 and, effective January 1, 2006 such fixed rate shall be \$11.00 per hour and, effective January 1, 2008 will be increased to \$11.15 per hour. These wages will not be subject to any general wage increases. The associated "bidding rights" are eliminated. The Company continues to reserve the right to contract this work.

Employees assigned to the job specification of Cleaning Worker (139.1) will remain classified as Group B employees under the Part-time Contract.

Those in the position at June 30, 1985 are grandfathered at Pay Group 7 with the same rights and privileges that then existed. (See Exhibit 114)

The current pay level for the Cafeteria Attendant of \$11.15 per hour will be continued through December 31, 2003 and effective January 1, 2004, it will be increased to \$11.35 per hour; effective January 1, 2006, it will be increased to \$11.50 per hour; and effective January 1, 2008, it will be increased to \$11.65 per hour.

1985 (Cont'd)

Those in the position of Cafeteria Attendant at May 1, 2003 are grandfathered at Pay Group 9 with the same rights and privileges that then existed.

M*36. CSR-PTs will be allowed to schedule their vacations outside of their normal vacation periods provided that such scheduling shall only take place after May 1 of any year and also provided that the maximum number of full-time CSRs of all classifications (including CSR-EHs) allowed on vacation at one time has not been reached. Any conflicts after May 1 shall be handled in accordance with Article VIII C2.

The Company will agree, however, that if operating conditions permit, CSR-PTs will not be scheduled to work during the periods they have requested off. (See Exhibit*125)

M37. Employees transferred pursuant to Article IX E of the T&D Working Agreement or the TOC Working Agreement, or Article IX F of the Part-time Working Agreement, shall have the Plan Class applied in past service updates under the Retirement Income Plan.

M+44. The Company will maintain no less than one (1) Chief Construction Maintenance Man/Woman (141.8) with no commitment, however, to permanent manning.

*46.B. The Union and the Company agree that with respect to the establishment of Accounting Technician 1/C in Item 19 of the 1983 Memorandum of Agreement, such Accounting Technician can perform the work of the Accounting Technician series.

M+50. The Company will continue its practice of paying for the license fee for the Federal Communications Commission general radio telephone license required by the Communication Technician 1/C and 2/C Job Specifications and the time to take the examination if it occurs during the employee's normal workweek up to 8 hours at straight time. The Company will not pay any premium time or travel costs associated with the examination. (See 1973-64 and 1989+25)

M*52. The Maintenance Worker 1/C at Catskill will continue to be assigned to perform duties at both the Main Street and North Catskill facilities; however, this shall not be construed to constitute a commitment to permanent manning. (See 1979-M*18)

1985 (Cont'd)

53. The Company will continue (i) to try to minimize VDT operator fatigue, (ii) to review all published information available to the Company relating to VDTs, (iii) the current information program developed in 1983, as referred to in Item 41 of the 1983 Memorandum of Agreement, and (iv) its existing practice of permitting employees to take comfort breaks as required. (See 1983-41)

1987

*20F. The two incumbent Clerical Assistants 1/C assigned to perform the duties in the Main Building South Road Receptionist area and in the Engineering Records Room both in the Engineering Group of the South Road headquarters, shall retain such duties until they leave such classification.

Other Clerical Assistants in the Engineering Group at South Road may be trained and used in the Receptionist area and Engineering Records Room to cover absences only.

M23. Where practicable and taking into consideration the continuity of the job and the Company's right to designate the headquarters from which boarders will be assigned, the Company will provide equitable opportunity for such assignment. Assignment of boarders will be made from a headquarters seniority list by job classification (exclusive however of those subject to Article IV J-4 of the T&D Labor Agreement, Article IV N-3 of the TOC Labor Agreement and Supplemental Agreement 1977+20), with the most senior personnel next in rotation being given the first opportunity for the assignment. The least senior individual(s) in the required classification at such headquarters must accept such assignment if on any call no one on the list has accepted the assignment.

M24. An employee's eligibility to bid for any position in Local 320, pursuant to Article IV F 6 of the T&D Working Agreement or in TOC pursuant to Article IV E 10 of the TOC Working Agreement, shall be governed by the rules of the Agreement in which the vacancy exists.

25. The Company currently has no intention of requiring employees to use their bilingual skills to any extent beyond which they are voluntarily willing to offer them. (See Exhibit*125)

1987 (Cont'd)

M+27. The Company will continue to note the Headquarters on the posting for Equipment Operator and that the position is an entry into the progression for either Equipment Operator-Special or Equipment Operator-Dynamite Handler.

All duties and qualifications of the Equipment Operator-Dynamite Handler (102.3) shall also apply to a Mechanic 1/C (132.1) in pay group 19.1 while assigned to the T&D Division.

M+28. In response to the Union's requests concerning Commercial Representative-Collectors and meter reading employees (and with the Union's acknowledgment of the past practice of assigning the following duties to Commercial Representative-Meter Reader: (i) installation and maintenance of meter seals and meter anti-theft devices, (ii) collection of data incidental to reading meters and (iii) training other Commercial Representatives, Junior Meter Reader and Meter Reader and lower classifications), the Company will effect a "Commercial Representative Program" without any commitment to permanent manning. The maximum number of Commercial Representative-Collectors referred to in paragraph 2 of Exhibit C of the 1987 Memorandum of Agreement is 8.

29. The Company will post for 4 Working Foremen/Forewomen 2/C (LES&T) by January 1, 1988 at such District or Districts as the Company shall determine, with no commitment to permanent manning.

M+30. The Company will designate a group of Gas Mechanics and Chief Gas Mechanics to be comprised of (1) 15 percent of the qualified Gas Mechanics of the 1/C and 2/C classifications existing at any time (but in no event fewer than 10 such Gas Mechanics), and (2) 15 percent of the Chief Gas Mechanics existing at any time (but in no event fewer than 3 of such Chief Gas Mechanics provided the Company maintains no fewer than 12 Chief Gas Mechanics. If the Company does not maintain a minimum of 12 Chief Gas Mechanics, the minimum number of rovers will be returned to 2).

The initial selection of such qualified Gas Mechanics will be from the least senior in such classifications. The initial selection of such Chief Gas Mechanics shall be through the post and bid procedure. Such employees will report at the normal or designated time to any headquarters within the system from time to time as the Company may determine. Such employees shall be only reimbursed for additional mileage cost for transportation

1987 (Cont'd)

pursuant to Article V-P of the T&D Working Agreement when reporting to other than their normal headquarters.

Scheduled overtime records and a call-out system for such employees will be maintained at each such employee's normally designated headquarters.

The foregoing shall not preclude the Company from assigning any 2/C or 3/C Gas Mechanics to any headquarters for training as may be required.

All employees in the proposed Gas Mechanic and Gas Mechanic Welder series will be required to obtain an appropriate driver's license prior to reaching 1/C. All such employees will be given training in accordance with Supplemental Agreement 1973-64 and will be required at the completion of such training to obtain the appropriate license (currently Class I Restricted License) to drive any vehicle over 18,000 lbs. GVW and to pull a trailer of 6,000 lbs. or more (not a fifth wheel). All existing Gas Mechanics 1/C, Gas Mechanic Welders 1/C or higher will be offered the opportunity to be trained and qualify for this driver's license. The related attached job specifications reflect the foregoing.

The Company is willing to provide any existing Gas Mechanic 1/C the opportunity to bid laterally to a Gas Mechanic Welder 1/C position if posted. The applicant must meet the qualifications of Gas Mechanic Welder 1/C within one year. If the applicant qualifies, the applicant will be promoted to Gas Mechanic Welder 1/C (Pay Group 19.1). If he or she does not so qualify, the applicant will be given an opportunity to take a second qualifying examination within 90 days of the first examination. If the applicant fails the second examination he or she will be ineligible to apply for the classification of Gas Mechanic Welder 1/C in the future. (See Exhibit+99 and 2003-24)

+31. The Company will provide any Stockhandler with one year's combined experience as a Stockhandler and Equipment Operator and/or Equipment Operator-Dynamite Handler (140.2) the opportunity to bid laterally to an Equipment Operator-Special (102.4) position, if posted. If the Stockhandler does not have one year's combined experience as a Stockhandler, an Equipment Operator and/or an Equipment Operator-Dynamite Handler, upon bidding to the Equipment Operator-Special position, the applicant will be placed in training and the training period will be for such period of time until the employee has a total of one year's combined experience as an Equipment Operator-Special,

1987 (Cont'd)

Stockhandler, Equipment Operator and/or an Equipment Operator-Dynamite Handler.

M35. The Company has previously varied the hours of the scheduled workday for construction employees in the T&D and Operations Services Divisions to meet the operating needs of the Company. In doing so, consideration has been given to such factors as the time of the year, traffic conditions, coordination with other groups within the Company, coordination with other construction activities and the improvement in productivity by scheduling outside construction employees to work in the cooler part of the day.

The Company will extend the period when such construction employees (except employees in the Project Construction Program) are scheduled to work 7:30 AM to 4:00 PM. The Company will continue for such construction employees, Estimators, and Clerical Assistants assigned to the T&D offices and Eltings Corners, 7:30 AM as the starting workday time until the commencement of Standard Time and will establish 7:30 AM as the starting workday time for such construction employees, Estimators, and Clerical Assistants assigned to the T&D offices and Eltings Corners during the Daylight Savings time period. These normal workday hours will be subject to change by management at individual headquarters to accommodate unusual requirements and unforeseen circumstances such as but not limited to the need to meet special construction schedules, unusual traffic conditions or other circumstances which may impact the work operations at individual headquarters. The so-called summer hours will continue to coincide with Daylight Savings Time.

*47. If any employee wishes to be considered for a part-time position at any location, he or she should inform Human Resources in writing (may use bid form) and consideration will be given to such requests before the Company hires from the outside. Any such employee so engaged in a part-time position would have no returnable rights.

M*48. The Company will provide the President and Business Manager of Local 320, with a year-to-date report on a quarterly basis of the number of hours of work for which the Customer Service Representatives Part-time have been paid. This report will be supplied at the end of the month following the most recently ended quarterly period.

1987 (Cont'd)

M*50. The Company will continue to abide by Item 34 of the 1977 Memorandum of Agreement. However, when staffing the Call Center to respond to storm trouble or other emergency calls, the Company will agree to call the following classifications in the order indicated below:

- 1st - CSRs (full-time of all classifications)
- 2nd - CSRs Part-Time
- 3rd - Clerical Assistants
- 4th - All other qualified full-time employees

Such employees will continue to be utilized to perform other storm-related activities. (See Exhibit*125 and 1971*29)

***52.** The Company will substitute for the word "shorthand" on a posting the words "taking and transcribing dictation" where that skill is required. If a person who successfully transfers into a Clerical Series position where the skills of typing or dictation, or both, are required initially by posting and the person is not proficient in any such skill, the Company will give the employee a reasonable opportunity to enhance such skill to meet the job requirements. If the skills of typing or dictation are not required initially by posting and the person in the position is subsequently required to have any such skill and either does not have such skill or is not proficient in such skill, the Company will provide training for such skill and thereafter a reasonable opportunity to enhance such skill to meet the job requirements. The absence of the specific skills of "typing" or "taking and transcribing dictation" on a posting shall not be considered to be a waiver of those qualifications set forth on the related job specification.

***56.** In order to make the Company's automotive repair costs more competitive with outside repair costs, the Company will agree to the following:

Automotive & Hydraulic Mechanics 1/C (132.3) will be upgraded to Pay Group 19.1 when they have completed 36 continuous months in the top step First Class level.

The Company may post for up to 5 Automotive & Hydraulic Mechanic 3/C positions. Upon progressing to Automotive & Hydraulic Mechanic 2/C the maximum time in grade of 2½ years as provided for in Article IV N6, will be extended until a vacancy occurs in the Automotive & Hydraulic 1/C level. During this time the provisions of IV N3 will apply. Individuals entering this program (through a posting which indicates that on progressing to

1987 (Cont'd)

the 2/C level the individual will be so extended but not beyond a total of 60 months) may complete the program as it applies to them.

The incumbent Automotive & Hydraulic Mechanic 2/C or 3/C will be assigned to any district garage in accordance with the provisions of automatic progression for training purposes and when so assigned will not be responsible for the district garage operation in the district garage to which the incumbent is assigned.

1989

M7B. In addition to the additional two (2) weeks of military leave without pay, the Company will agree that if an individual requires more than the four (4) weeks, the Company will grant such further leave upon confirmation of orders to report for duty from the Military Unit's Commanding Officer. (See 2003-17)

16B. The Company will offer, prior to December 31, 1989 and as required thereafter, at no cost to interested employees, appropriate preparatory bookkeeping course(s) using qualified area educators and/or Company personnel. Such course(s) will be specifically designed to assist employees in preparing for entry-level examinations to the Accounting Clerk and Accounting Technician job series. Such course(s) will be offered outside the normal hours of work at locations and facilities convenient for employees and appropriate for such purpose. The Company will provide at its cost necessary texts and supplies.

M17. The Company has reviewed the concerns expressed regarding Family Care Leave of Absence and is willing to respond to the changing needs of our employees in a manner that balances these needs with those of our customers. Therefore, the Company is willing to initiate a program to provide a Family Care Leave of Absence Program to members of the TOC Bargaining Unit who are full-time employees and who have at least one (1) year of continuous service with the Company.

The Company can agree to offer the Leave of Absence because of the wide flexibility which the Company has under the TOC Labor Agreement for the redistribution of work and the assignment of the work force including the Company's right to temporarily transfer employees to meet the needs of the Company under various provisions of the Labor Agreement.

1989 (Cont'd)

The Company is not offering the Leave of Absence for the T&D Bargaining Unit. At the conclusion of the 1991 Labor Negotiations, a committee shall be formed with Local 320 to discuss the application of an appropriate Family Care Leave of Absence Program to T&D employees to meet their needs and the needs of the Company. This Committee shall consist of the President and Business Manager of Local 320 and two (2) additional members appointed by the Local Union 320 President and Business Manager along with up to four (4) representatives selected by management. (See Exhibits *106, +107 and 108)

22. With respect to the Joint Company and Union Safety Committee, both the Company and Local 320 have exceeded their authorized representation as provided for under Supplemental Agreement 1969-9 of the Labor Agreement.

Effective July 1, 1989, such committee shall be revised to consist of not more than ten (10) Company representatives (including a representative of Human Resources), and not more than nine (9) Local 320 representatives (including the President/Business Manager). The Company's Safety Director shall be a member ex officio. One of the Company representatives shall act as Committee Chairperson and minutes of such meeting shall be issued by such Chairperson. (See 1963*29, 1969-9, 1973-21, 1973-M*24 and 1977-M*22)

+25. Recognizing that the parties have had a long standing practice requiring an employee to obtain any license essential for performance of his or her duties, and since the FCC license is no longer required by law for the land use of general radio telephone, the Job Specifications for the Communication Technician 1/C and 2/C will be amended to provide that the FCC general radio telephone operator license will be required only if required by law; and in such case Item 1985-50 of the Supplemental Agreements will apply.

M+27C. Existing Storekeepers (140.1) and Field Clerks (151.6) will be placed into this new job classification. Such employees will not be required to obtain a Class I restricted license; however, they will be required to continue to maintain a Class III chauffeur's license. Such employees will be given the opportunity to obtain a Class I restricted license.

M39. The Company will provide all probationary employees with an appraisal after three (3) months from their hiring date. Such employee will receive a copy of the appraisal and the appraisal

1989 (Cont'd)

form will be modified to include the following sentence: "You can provide a copy of this appraisal to your bargaining agent." When an employee is extended beyond six (6) months, the Company will review the status of the employee's progress half-way through the extension with the employee. With the employee's consent, the Company will review such status with the President and Business Manager of the Local Union.

***40B.** Cleaning Workers will be allowed to laterally transfer to Cleaning Worker vacancies in other Company headquarters on a seniority basis.

Employees will be instructed upon hiring that it is their responsibility to notify Human Resources anytime they wish to be considered for a lateral transfer should a vacancy arise in their desired location.

44. At least three (3) copies of the Job Specifications books will be available at each headquarters for reference by any employee.

***45.** The Company will provide the President and Business Manager of Local 320 with a copy of all special schedules and shift schedules as worked for employees covered under the TOC Agreement.

M46. The Company will agree to pay for up to 23 Local 320 members in future labor negotiations.

1991

M*16. The Company will provide bidding rights to part-time employees in the Part-time Agreement on all job postings in the Part-time Agreement after the full-time bid list has been exhausted with the understanding that employees in the Cleaning Worker classification have no such "bidding rights". (See Exhibit*54)

M36. The Company will notify the Local of automatic progression transfers and rover transfers in a timely fashion.

***39.** The CSR appraisal form will be modified to reflect the point value for each individual area checked.

M+40. 4. A new classification of Chief Tester (No. 110.0) will be established. The duties of this position may be performed in the shop and/or in the field.

1991 (Cont'd)

5. A group of Testers (No. 110.1, 110.2), comprised of 20% of the 1/C (No. 110.1) and 2/C (No. 110.2) classification existing at any time (but in no event fewer than 3 of such Testers), shall be designated by the Company. The selection of such Testers will be from the least senior in such classifications.

Such employees will report at the normal designated time to any headquarters within the system from time to time as the Company may determine (Grievance 86-29). Such employees shall be only reimbursed for additional mileage cost for transportation pursuant to Article V-P of the T&D Working Agreement when reporting to other than their normal headquarters.

Scheduled overtime records and a callout system for such employees will be maintained at each such employee's normally designated headquarters.

The foregoing shall not preclude the Company from assigning any 2/C (No. 110.2) or 3/C Tester (No. 110.3) to any headquarters for training as may be required.

Employees so assigned may also be reimbursed for any applicable tolls as agreed to in Grievance 87-24.

7. The Company's right to reassign partially disabled employees under the provisions of Article IX-E will apply to Tester 3/C (No. 110.3) or Tester 2/C (No. 110.2) positions. Such individuals will be allowed to advance in the Tester series (numbers 110.1, 2, 3) through automatic progression provided they qualify.

8. The classifications in the meter function referred to in paragraphs 2 and 4 above will be added to the Local 320 T&D Family Care Leave of Absence Program. The number of those employees assigned to the meter function, referred to in this proposal, on family care leave of absence at any time may not exceed 2.

10. The Company will maintain no less than 1 Chief Tester (No. 110.0) with no commitment, however, to permanent manning.

1994

M22. In consideration of the joint efforts in reaching this Agreement to avoid layoffs which would impact members of the T&D and TOC Bargaining Units, the parties agree as follows:

(i) T&D The Company will cause construction and maintenance contractors working inside the Danskammer and Roseton plants to institute a drug testing program, including random testing similar to the program required by DOT covered contractors performing work on gas facilities. With the initiation of this program, all T&D Central Hudson employees will be included in the Company's Drug Testing Program, and such employees will, therefore, be covered by the Employee Assistance Program ("EAP").

(ii) TOC The Company will cause contractors working inside Company buildings for an extended period of time of three (3) continuous weeks or more alongside TOC employees and/or using the Company's restroom or cafeteria facilities and performing work which is normally assigned to TOC employees, to institute a drug testing program, including random testing, similar to the program required by DOT covered contractors performing work on gas facilities. With the initiation of this program, all TOC employees will be included in the Company's Drug Testing Program, and such employees will, therefore, be covered by the Employee Assistance Program (EAP).

M*31. D.1.B. When an employee is to be temporarily transferred under Article IV C of the TOC Labor Agreement, the Company will give written advanced notice of such transfer to Local 320.

+32. +Exhibit 68 shall be extended for the term of the Working Agreement, however, under present operating conditions, the Company plans to reduce its Line Clearance forces through attrition until it is demonstrated that such forces can be and remain competitive with independent contractors doing the same work.

*35. In accordance with Digest Item 1985-M*33, Cleaning Workers do not have "bidding rights" under the Labor Agreement. If an individual in the classification of Cleaning Worker wishes to be considered for full-time employment, they should submit an application to Human Resources for consideration. This application may be in the form of a bid form, letter or resume and should be submitted annually. Their application will be reviewed along with their qualifications and work history so that an

1994 (Cont'd)

appropriate determination may be made for filling the job in question. Their application will be considered in conjunction with all other applicants and the most qualified applicant will be selected.

*38. All employees in the classification of Cafeteria Attendant (142.5), Cafeteria Cook (142.4) and Cafeteria Service Supervisor (142.3) shall earn "seniority" for the length of their continuous employment in the Company in such classifications. Incumbents in any such positions at July 1, 1994 shall be credited "seniority" retroactive to the date of their most recent entry into the classification. Any existing full-time employee who previously held such position shall be credited with seniority accrued for the period of time such employee held such position.

Bidding rights shall continue as currently written in Exhibit 54 of the Labor Agreement.

+40. The residency requirement for District Representative (207.1) and District Representative-Special (207.7) shall mean a residence located not more than one (1) mile outside the boundary of the municipality designated on the job posting, but within the Company's franchise area.

41. Reserved. (See Exhibit*125)

M*42. It is recognized by the parties that course titles may differ at different educational institutions and that course content referred to in said job specification shall be the deciding factor. Incumbent Engineering Drafters 1/C, 2/C or 3/C on 7/1/94 will not be required to have such 18 months as an Engineering Drafter - First Class before progressing to Engineering Drafter - First Class - Special provided they attain either of the alternative educational requirements stated in the revised job specification.

1998

20. The Company will notify employees through the Newsletter or direct mail of the availability and schedule of the CPR training course at South Road and will solicit interest in a similar course at other headquarters. Employees working an off-hours schedule interested in attending a CPR course and who cannot be accommodated in the course schedule, may attend a public CPR program and will be reimbursed up to \$30.00 upon successful completion of the program. The number and locations of future CPR courses will be based upon the employees' expression of interest.

+23. The Company will continue to provide one (1) light weight jacket with removable lining, but at no cost to the employee. The Company will also establish an additional clothing option ("Option"), as follows:

13 shirts
11 pants
1 jacket

and either of the following at the employee's election:

1 coverall (insulated bib); or
1 coverall (insulated)

The cost of this Option to the employee will be \$5.45 per week.

M26. If in the future the Company has a need to staff a satellite office, the Company will discuss its plans with Local 320.

*28. The Company will determine the headquarters from which Automotive and Hydraulic Mechanics are offered work outside the territory for mutual aid response. When Automotive and Hydraulic Mechanics are sent from headquarters with more than one Automotive and Hydraulic Mechanic, such Mechanic(s) shall be assigned from the scheduled overtime list.

The Company will meet with the Transportation Department supervision in order to review the proper procedures to follow in the event of future mutual aid situations.

1998 (Cont'd)

*33. Central Hudson will allow the individual currently in the position of Engineering Drafter 3/C "frozen" to progress to the position of 2/C Drafter where he will remain frozen until a vacancy occurs (as determined by the Company) in the Engineering Drafter 1/C level in accordance with the terms of Exhibit 96 of the Labor Agreement. In addition, Grievance 98-101 will be returned to the 1st Step for discussion by the parties without precedent or prejudice.

*34. The Company has established a procedure to provide interested applicants with an opportunity to fill vacancies for positions of Console Operator which is not part of an automatic progression series. The procedure is to post for the position and jointly administer a job knowledge exam. If none of the applicants passes the job knowledge exam, they will be given a jointly administered general ability exam and the applicant scoring the highest grade will be assigned the position. The Company will continue this practice.

NOTES

May 1, 2003
MEMORANDUM OF AGREEMENT
BETWEEN CENTRAL HUDSON GAS & ELECTRIC CORPORATION
&
I.B.E.W. LOCAL 320

Setting Forth Agreements Concluded at Negotiations Held on
April 8, 9, 10, 11, 14, 15, 16, 17, 21, 22, 23, 24, 25, 26, 27, 28, 29
and 30, 2003.

Unless otherwise stated, the agreements set forth below shall be effective as of May 1, 2003, shall extend for the term of the Working Agreements, and, where appropriate, the three (3) Working Agreements with Local 320, shall be amended to reflect such changes.

The 1998 Working Agreement between Central Hudson and Local 320, as amended, is sometimes referred to in this Agreement as the Transmission & Distribution Labor Agreement or as the "T&D" Labor Agreement.

The 1998 Working Agreement between Central Hudson and Local 2218, as amended, concerning the full-time bargaining unit employees is sometimes referred to in this Agreement as the Technical, Office and Clerical Labor Agreement or the "TOC" Labor Agreement.

The 1998 Working Agreement between Central Hudson and Local 2218, as amended, concerning part-time bargaining unit employees shall sometimes be referred to in this Agreement as the Part-time Labor Agreement or the "PT" Labor Agreement.

These three Labor Agreements are sometimes referred to collectively in this Agreement as the "Labor Agreement" or as the "Labor Agreements". Changes made by this Agreement that relate only to one of the three Labor Agreements and not to the others are noted below.

- 1. The three Labor Agreements shall extend as follows:**

The three Labor Agreements shall extend for five (5) years, expiring April 30, 2008.

2. The rates of all the steps in all pay groups shall be increased as follows:

<u>Increase Date</u>	<u>% Increase</u>
5/1/2003	3.75
5/1/2004	3.50
5/1/2005	3.50
5/1/2006	3.25
5/1/2007	3.25

The Pay Rate charts are attached hereto.

3. The hourly differential for shift and special schedule employees shall be increased from \$1.13 to \$1.20, effective May 1, 2003, effective May 1, 2004 to \$1.25, effective May 1, 2005 to \$1.30, effective May 1, 2006 to \$1.40 and effective May 1, 2007 to \$1.50. The hourly Sunday differential shall be increased from \$1.13 to \$1.20, effective May 1, 2003, effective May 1, 2004 to \$1.25, effective May 1, 2005 to \$1.30, effective May 1, 2006 to \$1.40 and effective May 1, 2007 to \$1.50.

4. The Retirement Income Plan ("Plan") will be appropriately amended to effect the following:

Effective October 1, 2003, the "Supplementary Past Service Retirement Income" level of benefits will be revised for each employee retiring on or after October 1, 2003, in accordance with the following new level of benefits formula:

- (1) The sum of 1.45% of Average Earnings not in excess of \$37,500 plus 1.75% of such Earnings in excess of \$37,500 multiplied by
- (2) The number (not exceeding 55) of years of Service prior to October 1, 2003, excluding years of Service during which he or she was eligible to accrue a retirement annuity under the Group Annuity Contract or the Plan, but failed to do so, and reduced by
- (3) (a) the Past Service Retirement Income, as defined in Section 4.3 of the Plan, (b) the Supplementary Past Service Retirement Income, as presently defined in Section 4.4 of the Plan, and (c) that part of Future Service Retirement Income, as defined in Section 4.2 of the Plan, for the period prior to October 1, 2003.

For purposes of this new formula, Average Earnings shall, subject to applicable Federal Income Tax rules, be the sum of the following base rates of pay for each Member of the Plan divided by 3:

- 50% of the base rate of pay at October 1, 2003
- 100% of the base rate of pay at October 1, 2002
- 100% of the base rate of pay at October 1, 2001
- 50% of the base rate of pay at October 1, 2000

In no event, however, will an employee receive less Supplementary Past Service Retirement Income for Service prior to October 1, 2003, than he/she would have received for such Service under the present provisions of the Plan.

5. The Company's Savings Incentive Plan will be amended as follows:

The Company's matching contribution for each classified employee will be increased, effective January 1, 2004, to \$.33 for each \$1.00 of such employee's elective deferrals, and effective, January 1, 2006, to \$.37 for each \$1.00 of such deferrals, and effective, January 1, 2008, to \$.40 for each \$1.00 of such deferrals, so long as the Company is entitled under applicable law to a deduction for income tax purposes of amounts contributed thereto. Elective deferrals refer to the employee's option under such Plan to defer up to 30% of the employee's base salary. The Company's matching contribution will be limited to the first 6% of an employee's elective deferrals.

Effective January 1, 2004 the Savings Incentive Plan shall be modified to permit employees to defer the maximum amount allowable under law.

6. All active employees will contribute toward the cost of their benefits under the Health Benefit Plan, as set forth in Exhibit 100 of the Supplemental Agreements.

7. The current pay level for the Cleaning Worker of \$10.65 per hour will be continued through December 31, 2003 and effective January 1, 2004, it will be increased to \$10.85 per hour; effective January 1, 2006, it will be increased to \$11.00 per hour; and effective January 1, 2008, it will be increased to \$11.15 per hour.

8. The current pay level for the Cafeteria Attendant of \$11.15 per hour will be continued through December 31, 2003 and effective January 1, 2004, it will be increased to \$11.35 per hour; effective January 1, 2006, it will be increased to \$11.50 per hour; and effective January 1, 2008, it will be increased to \$11.65 per hour.

9. Effective May 1, 2005 all employees shall be paid by electronic deposit, and the Company will arrange for paper copies of deposit advices to be provided to the employees.

10. On or before October 1, 2003 all maintenance drugs received through any of the Company's health care plans shall be received through mail order. An individual can receive up to three (3) retail prescriptions per year, per prescription, under this mandatory mail order program.

11. During the term of the Labor Agreement, the co-pays for retail and mail order drugs received under any of the Company's health care plans shall be increased in accordance with the schedule attached hereto as Exhibit C.

12. Effective October 1, 2003 the coverage at retirement for employees, hired on or after July 1, 1979 under the Company's Group Life Insurance Plan will be increased to \$20,000. In addition, effective October 1, 2007 the coverage at retirement for employees, hired on or after July 1, 1979 under the Company's Group Life Insurance Plan will be increased to \$25,000.

13. Effective January 1, 2004, the annual dental maximum shall be increased to \$1,500; effective January 1, 2006, it will be increased to \$1,600.

14. A. Effective 5/1/03 the future retiree health care contributions for those retirees retiring on or after 5/1/03 shall continue to be 1.5% of their single life annuity amount under the Retirement Income Plan.

B. Effective 5/1/04 the future retiree health care contributions shall be increased for those employees retiring on or after 5/1/04 to 1.9% of their single life annuity amount under the Retirement Income Plan.

C. Effective 5/1/05 the future retiree health care contributions shall be increased for those employees retiring on or after 5/1/05 to 2.3% of their single life annuity amount under the Retirement Income Plan.

D. Effective 5/1/06 the future retiree health care contributions shall be increased for those employees retiring on or after 5/1/06 to 2.7% of their single life annuity amount under the Retirement Income Plan.

E. Effective 5/1/07 the future retiree health care contributions shall be increased for those employees retiring on or after 5/1/07 to 3.0% of their single life annuity amount under the Retirement Income Plan.

15. Effective May 1, 2004 the chart for future retiree health care contributions at their age 65 shall be eliminated and replaced with a flat rate of \$32 per month for all retirees and surviving spouses regardless of length of service or individual/family status.

16. Effective October 1, 2003, employees retiring after having attained the age of 58 or 59, and prior to age 60, shall be eligible to receive the current Social Security Supplement beginning at age 59. On or after October 1, 2003, employees who are 58 when they retire, will be required to make monthly healthcare contributions equal to 50% of the amount calculated in accordance with the Retiree Medical Contributions Exhibit in the Summary Plan Description dated October 2000, i.e., the same percentage that is currently paid by employees who are 59 when they retire.

17. The Company will agree to pay those employees called up on military duty for the current military conflict in Afghanistan and/or Iraq the difference between the employee's basic rate of pay and the pay received from the military. Such differential payment shall be limited to a total of 52 weeks, shall be retroactive, and shall be applicable to employees called up on military duty on or after September 11, 2001. In addition, the Company will not require any such employee to make the normally required health care contributions for a period not to exceed 18 months.

18. The Company and Union agree to implement a voluntary supplemental cancer insurance program through payroll deduction no later than September 1, 2003. The Company and the Union shall meet jointly with providers of such insurance coverage, and shall mutually agree upon the selection of a carrier for the program. Participating employees shall be responsible for paying all costs of the program, including payment of all premiums associated with such coverage; provided, however, that the Company will pay all expenses associated with the payroll deduction and electronic transfer of the premiums. If the number of employees wishing to participate in the program is insufficient to satisfy any minimum

participation level required by the program, neither the Union nor the Company shall be under any obligation to implement or continue the program until the required minimum participation level(s) are met.

19. The Company and Union agree to enter into discussions through the Joint Benefits Committee following the completion of these negotiations to discuss various items relating to the Disability Plan as it relates to the payment of Social Security benefits. In addition, the Committee will also discuss the issue regarding the eligibility for the receipt of Retirement Income Plan benefits as an active employee.

20. Exhibit 1 of the Labor Agreement shall be amended and restated as set forth in the document attached hereto as Exhibit E.

21. Effective in 2003, Article VIII, Section A of the T&D, TOC, and Part-time Labor Agreements will be amended to provide for 3 weeks of vacation for those employees who have 5 years of service on or before October 1st of any year.

22. Effective in 2003, Article VIII, Paragraph 1 3 (T&D) and (TOC) and Article VIII, Paragraph 1 2 (PT) will be amended to provide three days leave of absence without the loss of pay in the event of the death of a grandparent or grandchild.

23. The following grievance answer to grievances 2002-15 and 2002-27 will be added as an Exhibit in the Labor Agreement:

The Company agrees that during times of storm restoration and other emergencies that bargaining unit employees, who have the skills for the work that is needed to be performed, will be utilized to the extent possible under the circumstances, before the Company resorts to other forms of assistance.

24. The Company agrees to post for one Chief Gas Mechanic in Fishkill, therefore increasing the number of Chief Gas Mechanics assigned to the Fishkill Headquarters from two to three. This agreement does not constitute an agreement for permanent staffing.

Supplemental Agreement 1987-30 shall be amended by changing the minimum number of "rovers" to three (3) provided the Company maintains no fewer than 12 Chief Gas Mechanics. If the Company does not maintain a minimum of twelve (12) Chief Gas Mechanics, the amendment shall be cancelled and the minimum number of rovers will be returned to two (2) in Item 30 of the 1987 Memorandum of Agreement.

25. The following Supplemental Agreements will be attached to the Labor Agreement and/or the Benefits History Book (and modified in certain cases, as noted below):
26. The following items from the 1998 Memorandum of Agreement will be added to the Benefits History Book: Items 4, 5, 6, 7, 8, 9, 13, 14. Item 13 of the 1998 Memorandum of Agreement, as amended, will be added to the Supplemental Agreements.
27. Item 10 of the 1998 Memorandum of Agreement as amended will be added as an Exhibit in the Labor Agreement.
28. Item 20 of the 1998 Memorandum of Agreement will be added to the Supplemental Agreements.
29. Item 23 of the 1998 Memorandum of Agreement will be added to the Supplemental Agreements.
30. Item 26 of the 1998 Memorandum of Agreement as amended will be added to the Supplemental Agreements.
31. Item 28 of the 1998 Memorandum of Agreement as amended will be added to the Supplemental Agreements.
32. Item 33 of the 1998 Memorandum of Agreement as amended will be added to the Supplemental Agreements.
33. Item 34 of the 1998 Memorandum of Agreement will be added to the Supplemental Agreements.
34. The Electrician Job Area Reporting Program as amended shall be made permanent, and shall be added as an Exhibit in the Labor Agreement.
35. Item 14 of the 1981 Memorandum of Agreement will be deleted from the Supplemental Agreements.
36. Exhibit 109 will be deleted from the Labor Agreement.
37. The words "during the term of the Working Agreement" shall be deleted from Exhibit 16 of the Labor Agreement.
38. The words "during the term of the Working Agreement" shall be deleted from Exhibit 95 of the Labor Agreement.
39. The words "and for the term of the Labor Agreement" shall be deleted from Exhibit 101 of the Labor Agreement.

40. The words "During the term of the Working Agreement and" shall be deleted from Item 52 of the 1979 Memorandum of Agreement.

41. Paragraphs 5 and 7 shall be deleted from Exhibit 112 of the Labor Agreement and Item M+22 of the 1983 Memorandum of Agreement will be deleted.

42. Item 37 of the 1989 Memorandum of Agreement will be deleted from the Supplemental Agreements.

43. (a) The Company and Local 320 agree that Maintenance Worker 2/C shall be removed from the list of job classifications under Article IV E 7 of the TOC Agreement.

(b) The agreement dated 8-1-01 regarding Maintenance Worker testing shall be amended to delete the words "For the term of the Labor Agreement ending on April 30, 2003" and, as amended, the agreement shall be added to Article IV of the TOC Labor Agreement.

44. The 2nd step grievance settlement in grievances 97-07, 97-20, 97-21, 97-22, 97-26 will be amended to delete the words "for the term of the Labor Agreement that expires on April 30, 2003" and to delete the words "prior to the expiration of the Labor Agreement;" and as amended, the grievance settlement shall be added as an Exhibit to the Labor Agreement.

45. Exhibit 30 of the Labor Agreement will be amended to incorporate the 2nd step grievance settlement in grievance 99-12 by adding a paragraph 9 to read as follows: "The Company will agree that the Gas Mechanic Forces will be assigned to operate the valve that mixes natural gas and propane."

46. (a) The Customer Service Representative and Customer Service Representative-Part-time Vacation Selection agreement, dated March 15, 2002 will be added as an Exhibit to the TOC Labor Agreement to read as follows:

1. The normal vacation period for all Customer Service Representatives (full and part-time) shall be as established in Article VIII of the TOC Labor Agreement.
2. The selection of vacation periods for all Customer Service Representatives shall be on the basis of seniority.

3. Supervision will issue the vacation request form for all Customer Service Representatives on or before January 15th in any year. All Customer Service Representatives (full and part- time) shall submit their vacation requests to supervision no later than March 1st of any year. The Company shall post the approved vacation schedule by March 22nd in accordance with Article VIII C 2 of the Labor Agreement.

(b) Exhibit 54 of the Labor Agreement will be amended by deleting the words "and the normal vacation periods will be the months of January through April and the months of October and November" from the 2nd sentence of the 4th paragraph on page 298 of the Labor Agreement.

47. Exhibit 17 of the Labor Agreement will be amended by adding the rover overtime agreement dated July 18, 2002 and the words "for the term of the Labor Agreement which expires on April 30, 2003" shall be deleted.

48. Exhibit 53 and Exhibit 17 of the Labor Agreement will be amended to incorporate the 3rd step grievance settlement in 98-13A & 98-13B. In addition the 3rd step grievance settlement in 98-13A & 98-13B shall be amended to delete the words "for the term of each of the labor agreements."

49. The Labor Agreements will be amended to eliminate unnecessary references to the production bargaining unit and the former Local 2218. The former 2218 Labor Agreement shall hereafter be known as, and be referred to as, the Technical, Office and Clerical Labor Agreement or as the "TOC" Labor Agreement. The former 2218 Labor Agreement concerning part-time bargaining unit employees shall hereafter be known as, and be referred to as, the Part-time Labor Agreement or as the "PT" Labor Agreement. The 320 Labor Agreement shall hereafter be known as, and be referred to as, the Transmission and Distribution Labor Agreement or as the "T&D" Labor Agreement.

50. The pay chart for Cafeteria Attendants and Cleaning Workers will be amended to reflect any negotiated wage increases.

51. The second step grievance settlement in grievance 2000-109 as amended will be added to the Supplemental Agreements.

52. Paragraph 8 of Exhibit 110 shall be deleted from Exhibit 110 and shall become Exhibit 115 of the Labor Agreement.

53. It is not the Company's intention to move the current Order Dispatching function (job descriptions 154.1 & 154.3) out of Local 320's jurisdiction.

54. The Company maintains an electronic payroll deposit system and employees can direct their payroll checks be *electronically transferred* to four different banking choices or accounts. If the IBEW has and maintains the capability to receive such electronic payments, an employee can send the IBEW a COPE contribution each payroll period through this electronic function.

55. The Company, on a confidential basis, will provide two Local 320 representatives, appointed by the President-Business Manager, with an overview of the security system capability. The first review will be completed no later than November 1, 2003 and then annually thereafter.

56. The Company will supply the Union with timely notification of transfers within the bargaining unit. In the event the Union seeks additional transfer information the Company shall, through the Labor Relations Manager, provide the requested information.

57. Exhibit 114 shall be amended by inserting the following paragraph as a new paragraph 10:

"Employees who have had their drivers license suspended/revoked for reasons other than drug or alcohol violations shall be transferred in accordance with the terms of Exhibit 114. However, such employees pay shall not be reduced to the Cleaning Worker level for a period not to exceed 90 days in order for the employee to deal with the appropriate authorities concerning the reinstatement of such drivers license. Such 90 day suspension of the pay reduction will be valid only as long as such employee notified the Company of such loss of license immediately following his/her knowledge of such loss."

58. In the event the Federal Government's Department of Transportation modifies the protocol for acceptable methods of drug testing during the term of the Labor Agreement, the Company will meet with Local 320 to discuss such modifications. The intentions of the parties are to follow the Department of Transportation's accepted and approved drug testing protocols and methodologies. The Company has verified with the Medical Review Officer ("MRO") that the MRO is following approved protocols under any conditions that require the testing of the second bottle of a split sample.

59. The existing Line Clearance Man 1/C in Newburgh shall be reclassified as Chief Line Clearance Man assigned to Eltings Corners Headquarters. This employee will be reimbursed mileage expenses in accordance with Article V P of the Labor Agreement.

60. Exhibit 68 shall be modified as follows:

- a. All references to "20 mile radius" in Exhibit 68 shall be amended to read "25 mile radius."
- b. An additional sentence shall be added to the first full paragraph of the Exhibit to read as follows: "The work assignments of line clearance employees will include trimming work and other incidental work." This sentence shall be inserted as the third sentence of the paragraph.

61. Exhibit 112 will be made permanent by deleting paragraph 7 from such Exhibit.

62. The Company will provide by January 15, 2004, and by each subsequent January 15th during the term of the Labor Agreement, an estimate of the number of hours worked by any electrical contractor performing work on Central Hudson headquarter buildings.

63. A. Paragraph 3 of Exhibit 110 shall be modified to read:

"3. The Company will offer vehicles to Commercial Representatives, District Representatives and Commercial Specialists as designated below to be taken home and used for commutation between their home and their work headquarters. All District Representatives (207.1), District Representatives Special (207.7), Commercial Specialists (206.0), Commercial Representatives 1/C (207.2), Commercial Representative - Special (207.0) and Commercial Representatives 2/C (207.3) with 18 months' time in grade will be offered a vehicle, provided that each such employee has a 30% or greater response record under the Callout Response Program.

Any individual so assigned a vehicle (including those previously assigned a vehicle who thereafter became ineligible for such assignment) will be required to pay the fleet operating rate (at a rate of \$.18 at April 30, 2003) for all their commutation miles to and from work. Such rate may be adjusted annually each July 1 by the Company to be at the same rate charged to Management employees. However, such rate shall not be adjusted beyond \$.18 during the term of the 5/1/03 Labor Agreement."

B. Exhibit 110 will be amended by deleting paragraph 13. The settlement in grievances 90-15 and 90-16 shall be extended and made permanent, and will be added as an Exhibit in the Labor Agreement.

64. Exhibit F to this Agreement sets forth an agreement between Local 320 and the Company regarding the subject of District Representatives working from home. This agreement shall be added as an Exhibit in the Labor Agreement.

65. The Company and Local 320 agree to modify Section II, Paragraph 10 of Exhibit 17 and Section II, Paragraph 9 of Exhibit 53 by adding a new sentence at the end of the existing paragraph so that the paragraph, as amended, reads as follows:

10. If after going through the scheduled overtime list in the district where the overtime is required and no one accepts the scheduled overtime, then the employee(s) on the scheduled overtime list in question, who is/are the lowest on the scheduled overtime list will be selected and will be assigned to work. The overtime hours normally recorded pursuant to Section II, Paragraph 2 for any individual so assigned shall be doubled (i.e. Declined hours plus paid hours).

66. Item M35 of the 1987 Memorandum of Agreement will be amended to read as follows:

"The Company has previously varied the hours of the scheduled workday for construction employees in the T&D and Operations Services Divisions to meet the operating needs of the Company. In doing so, consideration has been given to such factors as the time of the year, traffic conditions, coordination with other groups within the Company, coordination with other construction activities and the improvement in productivity by scheduling outside construction employees to work in the cooler part of the day.

The Company will extend the period when such construction employees (except employees in the Project Construction Program) are scheduled to work 7:30 a.m. to 4:00 p.m. The Company will continue for such construction employees, 7:30 a.m. as the starting workday time until the commencement of Standard Time and will establish 7:30 a.m. as the starting workday time for such construction employees during the Daylight Savings Time period. These normal workday hours will be subject to change by Management at individual headquarters to accommodate unusual requirements and

unforeseen circumstances such as but not limited to the need to meet special construction schedules, unusual traffic conditions or other circumstances which may impact the work operations at individual headquarters."

The so called summer hours will continue to coincide with Daylight Savings Time.

67. Article VG (T&D) and Article VD (TOC) will be amended to increase the boarding allowance from \$65.00 per day to \$75.00 per day.

68. The Company shall post, no later than June 1, 2003 for the additional 10 Linemen/Linewomen 3/C to progress to Service Worker A, as previously agreed to under the midnight-8:00 am Service Worker Agreement dated 1/12/01. If there are not enough internal candidates the Company will fill the vacancies from outside the Company. If any one or more of these additional 10 Linemen/Linewomen 3/C leave the position prior to nine months in the position, the Company will fill each such vacancy within twelve months from the date when the position was vacated.

69. Article III paragraph Q (T&D) and Article III paragraph O (TOC) will be amended to read as follows:

Employees who, at the request of the Company, are sent outside of the territory of the Company to work on the property of another utility shall receive their regular rate of pay from the Company or the rate paid by the utility on whose property they are working in the nearest comparable classification, whichever of these two rates is the higher. However, if such utility has a pay practice that would pay their employees double time for all hours worked while assigned to any mutual aid on Central Hudson's property then Central Hudson will adopt a similar pay practice for such assignment to mutual aid on the property of such utility. The double time pay provisions shall be administered as follows:

- a. An employee will be paid double time from the time Central Hudson begins billing the requesting company for the employee's services.
- b. The double time will cease when Central Hudson stops billing the requesting company for the employee's services.

- c. All other pay provisions except for pay on a recognized holiday shall be suspended during the time such employee is being paid double time in accordance with this section Q (Section O in TOC). The maximum pay rate on a recognized holiday shall be double time plus straight time regardless of the other company's holiday pay provisions.
- d. If a company does not have a pay practice that would pay their employees double time for all hours while assigned to mutual aid on Central Hudson's property offers to pay Central Hudson employees at the double time rate while assigned to their property through notification to the Central Hudson Human Resources department, Central Hudson will agree to accept such offer on behalf of the employees.

With respect to holidays or overtime rate on a holiday, the employee shall receive provisions of this Agreement or those of the other utility whichever provides the higher rate of pay to the employee except if an employee is covered under paragraph c above.

All other provisions and conditions, except as to rate, contained in this Agreement shall apply to such work except if an employee is covered under paragraph c above.

70. Exhibit 17, Paragraph II 8 will be amended to read as follows:

When it is necessary to schedule employees as "helpers" in the line and gas forces for overtime work, the assignment will be made from a group of classifications comprised of Equipment Operators, Field Clerks, Equipment Operator-Dynamite Handlers, Linemen/ Linewomen 3/C, Gas Mechanic 3/C, Gas Mechanic Welder 3/C Mechanics 3/C, Splicer 3/C, and Splicer-Helpers. All Utility Workers within the same division and headquarters regardless of normal assignment will be listed together with those classifications listed above and will be scheduled for overtime assignment in either gas or electric. The overtime assignment will be made on the basis of the job classification required for the work; however, insofar as possible an effort will be made to equalize scheduled overtime among this group. Where

the work assignment is work of a nature that will provide an individual with an opportunity to learn or be exposed to specific skills or job knowledge associated with their particular job progression, the Company may schedule an individual out of turn.

Exhibit 17, Paragraph III 6 will be amended to read as follows:

When it is necessary to call a "helper" in Customer Services, the call will be made from a rotating call list comprised of Utility Workers, Equipment Operators, Field Clerk/Storekeeper, Linemen/Linewomen 3/C, Gas Mechanic 3/C, Gas Mechanic Welders 3/C, Equipment Operator-Dynamite Handlers, Mechanics 3/C, Splicers 3/C, and Splicer-Helpers. If it is necessary to call an Equipment Operator, Field Clerk/Storekeeper, Lineman/Linewoman 3/C, Gas Mechanic 3/C, or Gas Mechanic Welder 3/C within their separate classifications of work, a skip will be applied. Where the work assignment is work of a nature that will provide an individual with an opportunity to learn or be exposed to specific skills or job knowledge associated with their particular job progression, the Company may call out an individual out of turn and a skip will be applied.

71. The Company and Local 320 agree to add the Callout Response Program (as revised 5/15/95) to the Supplemental Agreements, and to modify such Program for the term of the Labor Agreement to include the following provisions:

- a. Amend Section V A of the Program by adding the following sentences at the end of this Section: "A cap of 30 chargeable calls shall be used so that an employee shall have met the 20% minimum acceptance rate when he/she has accepted 6 calls within the first 30 chargeable calls; if an employee has met the 20% acceptance rate within the first 30 chargeable calls or has accepted a minimum of nine (9) calls, he/she shall not be subject to the 20% minimum acceptance rate during the remainder of the applicable review period. If the employee has (i) not had 30 chargeable calls within the applicable review period, or (ii) not accepted six (6) calls within the first 30 chargeable calls, or (iii) not accepted a minimum of nine (9) calls, the employee still has the obligation to reach a minimum acceptance rate of 20% during the review period."

- b. Add a section V E to the Program to read: "The Company agrees to maintain the Callout Review Program established in grievance settlement 2002-5, 2002-6, 2002-7 and 2002-8."
- c. Amend Section V of the Program by adding a new Section F to read: "The modifications to the Callout Response Program contained herein shall not amend or otherwise affect the applicable Sections of "Exhibit 110 (amended 7/1/98) Assignment of Vehicles" with regard to callout response requirements for the assignment of vehicles to Commercial Representatives".

72. Exhibit 91 of the Labor Agreement will be amended by the Service Worker Agreement, which is attached hereto as Exhibit G.

73. Exhibit H to this Agreement sets forth an agreement between Local 320 and the Company regarding a Project Construction Program in the line department. This agreement shall be added as an Exhibit in the Labor Agreement.

74. Exhibit D to this Agreement sets forth an agreement regarding CSR vacations, use of bi-lingual skills, and storm response call outs. This agreement shall be added as an Exhibit in the Labor Agreement.

75. Article III H (T&D) and Article III G (TOC) will be amended to include the Saturday 8-4 shift for payment of shift differential.

76. The Company agrees to reimburse garage personnel listed in 1977 M*32 up to \$5.00 per week for cotton or flame retardant uniform rental and cleaning expenses.

1977 M*32 will be amended to read:

With the understanding that no precedent is established for the treatment of other jobs, the Company will reimburse the employee in the classifications of Automotive and Hydraulic Mechanics, Chauffeur Mechanics, Chief Working Mechanic, Automotive and Hydraulic Partskeeper, and Garage Helper, up to \$5 per week, for cotton or flame retardant uniform rental and cleaning expenses actually incurred by the employee. The Company will not reimburse the employees for the rental and cleaning expenses of uniforms that are non-cotton or non-flame retardant. (See 1969-30 and 1985-22)

77. The Company agrees, for the term of the Labor Agreement, to return the former Clerical Assistant to Catskill and fill the vacated Clerical Assistant position in Kingston in accordance with Grievance Settlement 2002-101. Both actions are without a commitment to permanent staffing.

78. The Company agrees to amend 1987 M35 (Daylight Savings) to permit the Estimators, and Clerical Assistants assigned to the T&D offices and Eltings Corners to conform to the Daylight Savings start time.

79. The Company, by May 1, 2004, will purchase an Automated External Defibrillation (AED) device to be available at the South Road Headquarters and seek employees to be trained and qualified in the use of the AED. Based upon the Company's experience and level of voluntary participation by its employees, the Company will consider other Company locations for AEDs.

80. Paragraph 13 of the Electrician Job Area Reporting Program shall be modified to read:

Effective May 1, 2003:

<u>Miles from Permanent Headquarters</u>	<u>Daily Payment</u>
0 to 10 miles	\$ 6 plus mileage & tolls
Greater than 10.0 to 15miles	\$ 12 plus mileage & tolls
Greater than 15.0 to 20 miles	\$ 18 plus mileage & tolls
Greater than 20.0 to 25 miles	\$ 25 plus mileage & tolls
Greater than 25.0 miles	Article V G

Effective May 1, 2005:

<u>Miles from Permanent Headquarters</u>	<u>Daily Payment</u>
0 to 10 miles	\$ 7 plus mileage & tolls
Greater than 10.0 to 15 miles	\$ 14 plus mileage & tolls
Greater than 15.0 to 20 miles	\$ 21 plus mileage & tolls
Greater than 20.0 to 25 miles	\$ 28 plus mileage & tolls
Greater than 25.0 miles	Article V G

81. Grievance 2002-26 shall be withdrawn.

82. The index to the Labor Agreements will be appropriately amended to reflect the foregoing.

Exhibit C

Prescription Drug Co-pay Schedule

Effective Date	Champion	CIGNA	MVP Post 65
05/01/03	5/10	5/15	5/15/25
05/01/04	5/10	5/15	5/15/25
05/01/05	7/15	7/15	7/15/25
05/01/06	7/15	7/15	7/15/25
05/01/07	10/20	10/20	10/20/25

Mail Order Prescription Co-pay Schedule
90-Day Prescription

Effective Date	CHampion Mail Order	CIGNA Mail Order	MVP Post 65 Mail Order
05/01/03	10/20	10/30	10/30/50
05/01/04	10/20	10/30	10/30/50
05/01/05	14/30	14/30	14/30/50
05/01/06	14/30	14/30	14/30/50
05/01/07	20/40	20/40	20/40/50

Exhibit D

The Company and Union agree as follows:

CSR Vacation

In response to the Union's concerns regarding the number of Customer Service Representatives allowed on vacation at any one time, the Company reaffirms that each employee is entitled to two weeks' vacation in the normal vacation period in accordance with Article VIII of the Working Agreement. The Company recognizes that they have added scheduling flexibility because of the availability of CSRs-PT and therefore the parties have agreed as follows:

1. For the purpose of scheduling vacations, beginning in 2004, for Customer Service Representatives of all classifications (Job Specification Numbers 350.0, 350.1, 350.2, 350.3, 350.5, 350.6, 350.7, 350.8, and 350.9) ("CSRs") assigned to the Call Center, the following will be adhered to:
 - a. For all weeks of the year (except as noted below), no less than 8 employees will be permitted to schedule vacation.
 - b. For the day before Thanksgiving Day and for the weeks of Christmas and New Year's, no less than 10 employees will be permitted to schedule vacation.
 - c. The minimum number of CSRs on vacation provisions established in paragraphs 1a and 1b above are limited to the establishment of the annual vacation schedule posted as of March 22nd of any year. The granting of vacations after the posting of the March 22nd vacation schedule shall be governed by Article VIII of the Labor Agreement including the addition of any replacements to the March 22nd schedule as a result of the cancellation of a scheduled vacation by an individual after the March 22nd posting.
2. Paragraph 5 of Exhibit 54 and paragraph 10 of Exhibit 86 shall be amended to increase the maximum number of CSR-PT to 17. The Company may reduce the number of CSRs by 1 without reducing the CSR-EH numbers (i.e., 29 CSR day workers will produce 15 CSR-EH).
3. Paragraph 1 and 2 of this Agreement are made for the term of the Labor Agreement. If the Company requires a change in this Agreement it will meet with the Union.

4. Exhibit 94 shall be null and void and deleted from the Labor Agreement. Paragraph 7 of Exhibit 86 shall be null and void and deleted from the Labor Agreement.
5. Item 41 of the 1994 Memorandum of Agreement shall be removed from the agreement and temporarily suspended for the term of the Labor Agreement. In the event this Agreement is not made permanent at any time in the future Item 41 of the 1994 Memorandum of Agreement shall be reinstated into the Labor Agreement in its entirety.
6. The Company will provide a copy of the CSR vacation schedules as actually taken on a quarterly basis to Local 320.

Bi-lingual Program

For the term of the Labor Agreement commencing 5/1/03, the Company will establish, from existing Customer Service Representatives classifications, two (2) or more bi-lingual positions with both English and a second language. In order to accomplish this, the parties agree as follows:

1. Two (2) new job classifications will be created called CSR 1/C – Bi-Lingual, job specification number 350.8 and CSR – EH-Bi-Lingual, job specification number 350.9. (See the attached Job Specifications).
2. The pay grade for the classification of CSR 1/C – Bi-Lingual will be established at pay grade 18.0 (top 2 steps only). The pay grade for the classification of CSR – EH-Bi-Lingual will be established at pay grade 18.1 (top 2 steps only).
3. The Company will post a "Notice" indicating its need for bi-lingual skills in the Call Center, identifying the languages in addition to English in which the skills are needed and specifying the number of positions to be filled.
4. Applicants will be required to be fluent in the language specified in the Notice and such competency shall be demonstrated through a jointly administered examination.
5. Any CSR who may request an upgrade due to intermittent use of a second language shall notify Supervision in advance of the language they are capable of speaking. In the event that any Customer Service Representative reasonably determines during a telephone conversation

to use bi-lingual skills in any language other than English, such CSR shall be compensated at an upgraded rate for a minimum of one hour. In the event there are numerous phone calls during the course of a workday each call will receive an upgrade; provided however, the maximum number of upgrades for the use of bi-lingual skills in any one day is two.

6. This Agreement does not modify any other agreement in the Labor Agreement as the agreements may pertain to the various Customer Service Representative job classifications.
7. The Company has no obligation to provide any language training to any individual in this program.
8. Item 1987-25 shall not apply to CSRs in job specifications 350.8 and 350.9.

Storm List

For the term of the Labor Agreement commencing 5/1/03, the following will be added to Exhibit 54:

A part-time CSR who is called out in accordance with 1987-50 will be compensated at the prevailing overtime rate for all hours worked outside their normal schedule and it shall not be considered as a reschedule of their work schedule. In the event such CSR-PT declines such callout it shall not be counted as one of the 4 unavailables within any 30 day period under Exhibit 54 of the Labor Agreement.

For the term of the Labor Agreement commencing 5/1/03, Item 50 of the 1987 Memorandum of Agreement will be amended to read as follows:

The Company will continue to abide by Item 34 of the 1977 Memorandum of Agreement. However, when staffing the Call Center to respond to storm trouble or other emergency calls, the Company will agree to call the following classifications in the order indicated below:

- | | |
|-----------------|---|
| 1 st | CSRs (full-time of all classifications) |
| 2 nd | CSRs Part-time |
| 3 rd | Clerical Assistants |
| 4 th | All other qualified full-time employees |

In settlement of grievance 2003-101, the grievants shall be paid at time and one half at the rate in effect at the time of the work that was the subject of the grievance for those hours worked outside their normal schedule.

JOB SPECIFICATION**TITLE****CUSTOMER SERVICE REPRESENTATIVE - FIRST CLASS-BI-LINGUAL****No. 350.8**

DUTIES: Under general supervision to regularly represent the Company, explaining in English and at least one other language, its policies and practices to the public which may include, but not be limited to: handling customer requests, inquiries, complaints; initiating required action relative to billing information, rates, adjustments, collection procedures, service characteristics, service policy and the promotion of sales; perform the more difficult clerical and office work calling for judgment and responsibility which may include, but not be limited to: type from oral instructions; collect, confirm, analyze, summarize and transcribe data from various sources; operate office machines; process cash; operate telephone switchboard and perform miscellaneous office tasks as assigned; capable of performing all of the general clerical duties and be familiar with all of the procedures of the office to which assigned. Will, when assigned, direct a small group of routine office workers on a temporary basis.

QUALIFICATIONS: *Evidence of successful completion of the requirements for graduation from High School or an Equivalency Diploma. Experience with the Company as a Customer Service Representative - Second Class or Customer Service Representative Second Class - Part-time. Should have a general knowledge of all phases of Company policies and practices. Must satisfactorily complete the Customer Services Training Program, including examination and personal appraisal requirements. Must satisfactorily demonstrate fluency in a language in addition to English through examination. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.*

NOTE: This classification is not subject to Article IV of the Working Agreement (Post & Bid)

GROUP: 18.0 (Top Two Steps Only) **EFFECTIVE:** May 1, 2003

Approved by I.B.E.W. - Local 320 and Central Hudson Gas & Electric Corporation

JOB SPECIFICATION**TITLE****CUSTOMER SERVICE REPRESENTATIVE-E.H. -BI-LINGUAL****No. 350.9**

DUTIES: Under general supervision to regularly represent the Company, explaining in English and at least one other language, its policies and practices to the public, which may include, but not be limited to: handling customer requests, inquiries, complaints; initiating required action relative to billing information, rates, adjustments, collection procedures, service characteristics, service policy and the promotion of sales; perform the more difficult clerical and office work calling for judgment and responsibility which may include, but not be limited to: type from oral instructions; collect, confirm, analyze, summarize and transcribe data from various sources; operate office machines; process cash; operate telephone switchboard and perform miscellaneous office tasks as assigned; capable of performing all of the general clerical duties and be familiar with all of the procedures of the office to which assigned. Will, when assigned, direct a small group of routine office workers on a temporary basis. This is a special schedule job.

QUALIFICATIONS: Evidence of successful completion of the requirements for graduation from High School or an Equivalency Diploma. Experience with the Company as a Customer Service Representative - Second Class. Should have a general knowledge of all phases of Company policies and practices. Must satisfactorily complete the Customer Services Training Program, including examination and personal appraisal requirements. Must satisfactorily demonstrate fluency in a language in addition to English through examination. Evidence of physical fitness shall be required and at the Company's option must be demonstrated by medical examination by a doctor selected by the Company. Must possess and maintain a valid driver's license.

NOTE: This classification is not subject to Article IV of the Working Agreement (Post & Bid)

GROUP: 18.1 (Top Two Steps Only) **EFFECTIVE:** May 1, 2003

Approved by I.B.E.W. - Local 320 and Central Hudson Gas & Electric Corporation

Exhibit E

Exhibit 1 of the Labor Agreement shall be modified to read as follows:

+ Exhibit 1

June 29, 1954
(Amended June 15, 1960)
(Amended June 1, 1983)

The following instructions will serve as a guide to uniformly administer the privilege extended to the outside field forces to drink coffee while on the job:

Employees will be permitted throughout the day to drink the coffee which they have brought along to work.

Employees will not be permitted to leave the job for the purpose of getting coffee. If conditions warrant, the Foreman/Forewoman* may at his/her discretion permit an employee who can be spared to go to a business establishment serving coffee, if nearby, to bring back coffee for those desiring it.

Employees will not be permitted during working hours to drive out of their way for coffee.

Employees will not be permitted to stop for breakfast after leaving work headquarters.

Employees will be permitted to stop for coffee once per day on their way to a jobsite. This stop shall not last more than fifteen minutes and no more than two company vehicles shall be permitted to be at the same business establishment at the same time.

*Person in charge of the crew. (See Item #11, in Memo of Agreement with Local 320, dated June 15 and 16, 1960)

Exhibit F

The Company and Union agree that the Company may assign, at its sole discretion, a District Representative or District Representative-Special to start and finish their workday from their residence. The assignment of such individual to start and finish their workday from their residence will be done with the approval of the affected employee.

The following conditions will be satisfied as part of any assignment of a District Representative or District Representative – Special to start or finish their workday from their home:

1. The residence satisfies the residency requirements of the posting.
2. The employee's residence is in an area that supports the needed technology necessary for communications necessary from the Company to the employee's residence.
3. The Company will provide and or pay for business machines and communications equipment (including but not limited to phones, phone line, cable connections, related interconnection devices and computer equipment) that enable the employee to start and finish their workday from their residence.
4. The Company will provide office furniture, if an individual requests, consisting of desk, chair, file cabinet, bookcase or any other furniture the Company deems necessary and office supplies.
5. In the event the Company elects to terminate this arrangement and subsequently has the employee report to a designated headquarters more than 10 miles from the employee's home, the employee will be protected against the additional cost of transportation (including moving expenses) in accordance with the terms of Article V P of the Labor Agreement.
6. If the Company physically relocates a satellite headquarters (such satellite headquarters include, but are not limited to, Carmel, Highland Falls and Rhinebeck) a distance of more than 10 miles or closes a satellite headquarters, the District Representative or a District Representative-Special assigned to such a headquarters, will have the option to either work from home or travel to

and from his/her residence to the designated headquarters on Company time for a period of 18 months. After the initial 18 months the employee will travel to and from their designated headquarters on their own time or again have the option to work from home. If the affected District Representative or District Representative-Special is required to move his/her residence within the residency area to accommodate working from home, the moving expenses will be covered pursuant to Article V P of the Labor Agreement.

7. In the event the employee is required to start or finish their workday at their designated headquarters, the employee will travel to and from the headquarters on Company time or be paid overtime for travel time outside the normal workday.

Exhibit G

1. This Agreement amends Exhibit 91 to incorporate the following provisions for the term of the existing Labor Agreement.
2. All existing Service Workers A (109.1), as of 02/01/01, will be exempted from being scheduled to work the midnight to 8 AM shift. However, if these Service Workers A transfer to another headquarters, they will be subject to work the midnight to 8 AM shift. This exemption clause does not apply to Linemen/Linewomen 1/C assigned to Service Worker A in accordance with the terms of Exhibit 91.
3. Employees in the classification of Service Worker B (109.2) are subject to being assigned to work the Midnight to 8 AM shift. However, Service Worker B's will not be assigned to cover a shift or any part of a shift alone or be paired with another Service Worker B to fill a Service Worker shift or any part of a shift.
4. Effective 2/1/01, two one-person Service Worker crews will be assigned to the Kingston, Newburgh and Poughkeepsie headquarters. When there are sufficient employees in a headquarters during the transition period, workdays off will be rotated as provided for in Article III C of the Labor Agreement.
5.
 - A. Any individual who becomes a Lineman/Linewoman 1/C on or after 02/01/01 shall be subject to being assigned (either through Exhibit 91, post & bid or outside hire) into the Service Worker A position (without any examination for promotion to Service Worker A.)
 - B. Individuals who enter this Service Worker Program will be obligated to serve in the Service Worker A position for a period of not less than 5 years (this service need not be continuous.) However, in accordance with paragraph 11.F. of this Agreement, if the complement of Service Worker A's exceeds 38, the Company will post for a Lineman/Linewoman 1/C and give such Service Worker A's, who are not needed to maintain a complement of 38 Service Worker A's, the opportunity to bid to Lineman/Linewoman 1/C, regardless of the time they may have left on their 5 year Service Worker A

commitment. Seniority shall prevail regardless of time served as a Service Worker A. Such service as Lineman/Linewoman 1/C shall count as service for purposes of fulfilling an individual's 5 year Service Worker A commitment. Until this 5 year commitment is fulfilled, these individuals shall remain available for reassignment to the Service Worker A position under Exhibit 91 as it is amended by this Service Worker Agreement.

- C. An individual hired on or after 02/01/01 directly into a Lineman/Linewoman 3/C position in progression to Service Worker A cannot bid a permanent or temporary Lineman/Linewoman 1/C position until they serve for 5 years as a Service Worker A, unless they bid for a position posted in accordance with paragraph 5.B. above. These individuals will also be eligible, prior to completing their 5 year commitment, to bid into other positions outside the Line classifications; however, if they do, they will maintain their obligation to complete the remainder of their 5 year Service Worker A commitment if they return to a Line classification.
6. The Union and Company will discuss and rectify, if possible, the assignment of any individual that would result in a more favorable assignment being made to an individual with less seniority (including new hires) over a more senior individual.
7. Any Lineman/Linewoman in progression to Service Worker A in this program upon becoming Service Worker A shall spend their first six months performing the work of a Lineman/Linewoman 1/C prior to any shift assignment as a Service Worker A. In addition, any existing Lineman/Linewoman 1/C who is subject to assignment to Service Worker A under Exhibit 91 shall not be assigned to Service Worker A until reaching his/her six month anniversary as a Lineman/Linewoman 1/C.
8. Paragraph 9 of Exhibit 91 will be amended as follows: "Those Linemen/Linewomen 1/C and Service Worker A who volunteer through a temporary posting to complete their obligation under Exhibit 91 with a twelve month reassignment to Service Worker A eligible for Midnight to 8 AM shift will have satisfied their mandatory 1 year assignment to Service Worker A under Exhibit 91."

9. Future Linemen/Linewomen 1/C subject to being assigned to Service Worker A, pursuant to Exhibit 91, will be assigned on a voluntary basis and if enough individuals do not accept the assignment, the employees with the lowest seniority will be assigned.
10. The parties will maintain a committee consisting of up to 5 members of the Union and up to 5 members of Management during the term of this Agreement. Meetings will be held at the request of either party to discuss any aspect of the program that is of concern to either or both of the parties.
11. Once the Exhibit 91 list of Linemen/Linewomen 1/C who are eligible for assignment to Service Worker has been exhausted the Company and Local 320 mutually agree:
 - A. The Company will solicit volunteers to fill existing Service Worker vacancies (which include assignment to midnight to 8 am) through a temporary posting after completing a post & bid for permanent Service Worker candidates.
 - i. The Company will accept volunteer candidates from Working Foreman/Forewoman 2/C (LES&T) (HV), Linemen 1/C and Service Worker A (who are presently not subject to the midnight to 8 shift schedule) and who have satisfied or have not been subject to the Exhibit 91 obligation.
 - ii. Volunteer Candidates will be paid at the higher of their current pay or Service Worker A pay. Shift Differential will apply in accordance with the Labor Agreement.
 - iii. Upon completion of one year in the position as a volunteer the Company will provide the volunteer employee a lump sum payment of \$2,500, net of taxes.
 - iv. Upon completion of each subsequent year of service in the position the Company will provide a lump sum payment of \$3,750, net of taxes.

- v. Individuals who bid out of the classification will be entitled to receive a prorated share of the lump sum payment. (This will be calculated by dividing the number of weeks worked as a volunteer Service Worker A by 52 and then multiplying the resulting fraction by the appropriate lump sum amount.)
 - vi. The gross amount of the lump sum payments made through this program shall be considered as earnings for the purpose of calculating benefits under the Retirement Income Plan.
 - vii. If the Company cancels a temporary posting to return a volunteer or discontinue the volunteer program, volunteers currently assigned to Service Workers will be eligible to receive a prorated lump sum payment for their time in the position in accordance with paragraph 11.A.v.
- B. Applicants who fill the position of Service Worker under this volunteer agreement will be paid for any increase for tolls or mileage for travel to and from the assigned headquarters in accordance with Article V P of the Labor Agreement. Boarding shall not apply.
- C. During the transition period, the Company reserves the right to decrease the number of one-person crews to one in each headquarters as identified in Section 4 above in the event there are insufficient numbers of Service Workers established through this volunteer program to staff the Midnight to 8 shift.
- D. The individuals who are scheduled to progress to Service Worker A in June 2005 will be given the option of having their automatic progression time accelerated to move their progression to October 18, 2004. Upon progression to Service Worker A these individuals may be assigned to full shift rotation including midnight to 8 am shift, but not until they have spent at least their first six months performing the work of a Lineman/Linewoman 1/C.
- E. The Company will provide accelerated training to the individuals referred to in paragraph D above. The Committee provided for in paragraph 10 of this Agreement will meet on a quarterly basis to review the training that has been provided.

- F. The Company will maintain up to 6 additional individuals in the Service Worker A classification beyond what is needed to provide 24 hour shift coverage. Presently, these additional individuals will increase the complement of Service Worker A's to a total of 38. If the complement of Service Worker A's has exceeded 38, the Company will post for Linemen/Linewomen 1/C and give Service Workers not required to maintain such shift coverage the opportunity to bid to Lineman/Linewoman 1/C. Any reference to staffing contained in this program does not constitute an agreement to permanent staffing.
12. Employees who are Working Foremen/Forewoman 2/C (LES&T)(HV), Linemen/Linewomen 1/C or currently assigned Service Worker A's on May 1, 2003, and who continue to have an obligation for one year as a Service Worker through Exhibit 91 after the current list of employees under Exhibit 91 on May 1, 2003 has been exhausted, and who do not fulfill their one year obligation under Exhibit 91, will be considered as having fulfilled his or her obligation under Exhibit 91 as of May 1, 2006.
13. The Pay Group for Service Worker A will be increased to Pay Group 21.
14. The Company agrees that upon reaching the complement of 38 Service Worker A's described in paragraph 11.F. of this Agreement, it will fill all scheduled absences. Scheduled absences shall be defined as scheduled vacations and any other absences with 72 hours advanced notice.
15. Except as specifically amended by this Service Worker Agreement, all existing commitments under Exhibit 91 (one year, two year, and five year) for Linemen/Linewomen 1/C, Service Worker A's, and Service Worker B's shall remain in effect until such commitments have been fulfilled by the affected employees.
16. Paragraph B of 1981-34 will be amended to exempt Service Worker A from such list. A new paragraph C will be added to read:

"C. Headquarters for Service Worker A's will be established within 120 days following an individual's progression to the position of Service Worker A."

17. The document entitled, "Procedure for Covering Absences of Service Workers in the Kingston, Newburgh and Poughkeepsie Districts", is attached hereto and made part of this Agreement.

**Procedure for Covering Absences of Service Workers in the
Kingston, Newburgh, and Poughkeepsie Districts**

The following procedure shall be followed when covering absences of Service Workers.

All Service Worker A's and Service Worker B's (assigned to a shift) in the District are eligible to be called for any shift. Service Worker B's will only be called to cover a shift if a Service Worker A is scheduled to work the same shift. Service Worker B's will not be assigned to cover a shift alone or be paired with another Service Worker B.

1. Call, if available, a Service Worker in the District on their first day off.
2. Call, if available, a Service Worker in the District on their second day off.
3. Assign, if available, a Service Worker in the District on the prior shift to work an additional four hours and call, if available, a Service Worker in the District on the following shift to report to work four hours ahead of such Service Worker's scheduled shift. The selection of the Service Worker to work an additional four hours shall be made from the scheduled overtime list. The selection of the Service Worker to report to work four hours early shall be made from the callout list.
4. Assign, if available, a Service Worker in the District on the prior shift to work eight additional hours. The selection of such Service Worker shall be made from the scheduled overtime list.
5. Call, if available, a Service Worker on the following shift to report to work eight hours early. The selection of the Service Worker shall be made from the call out list.

The off Service Worker is defined as a Service Worker who is not scheduled to work for the entire calendar day and shall be called using the callout list. Consideration shall be given to the Service Worker's respective position on the list and the number of skips already assigned to each Service Worker. If all eligible

Service Workers have the same number of skips they shall be called in the order they appear on the call out list. If the Service Workers have different numbers of skips, the Service Worker with the lowest number of skips shall be called first. (See Example)

A skip shall be applied to those Service Workers called to work. No skip shall be applied if the pointer was at a Service Worker called. Skips are only removed when the pointer moves past a Service Worker during a normal call out.

If, after going through the above procedure, no Service Worker is available to cover a shift and the Company has determined that coverage is required, the shift may be filled in accordance with the terms of Exhibit 74 of the Labor Agreement.

Pay and meals for the employee called shall be administered in accordance with Exhibit 32 of the Labor Agreement.

EXAMPLE

The following example is a call out to fill an unscheduled Service Worker vacancy. The call out order would be SW 3, SW 2, and then SW 1. In this example SW 3 accepted the call. SW 3's skip total will be increased by one. SW 1 and SW 2's skip total will remain unchanged.

Order	Name	Skips	Call out Order	Skips After Call
1	SW 1	6	3	6
2	L 1	0	N/A	0
3	SW 2	5	2	5
4	L 2	0	N/A	0
5	SW 3	2	1	3

Exhibit H

Project Construction Program Agreement

- A. The intent of the Project Construction Organization is to be a dedicated construction organization which will maximize crew productivity on construction projects, be equally or more competitive with outside line contractors, and assist in reducing the number of line contractors working on the Company property.
- B. The Project Construction Organization will be assigned to the Operation Services Division.
- C. The work force of the Project Construction Organization can be permanently headquartered in one or more normally staffed headquarters with like type job classifications. At the beginning of the program the Company will establish a permanent headquarters through a temporary posting in the Kingston and Fishkill Headquarters. In the event the Company changes the Headquarters at any time in the future, the Company may do so through a subsequent temporary posting. Any temporary posting under this program may extend for the term of the Labor Agreement, subject to an individual employee's right to opt out of the program after completion of 18 months in the program, and a second opportunity to opt out of the program after completion of 36 months in the program.
- D. Multiple alternate headquarter reporting will be established. This provision includes normally staffed headquarter reporting and project jobsite reporting. Employees of a Project Construction Crew will report at the beginning of the workday and be dismissed at the end of the day from the alternate headquarters site, from the project jobsite to which they are assigned, or from their permanent headquarters.
- E. The project construction work force will include, but not be limited to, Linemen/Linewomen 1/C and Working Foremen/Forewomen 2/C (LES&T) (HV). The work force will be established through a temporary posting for the purpose of performing project construction work on a job site reporting basis. Other employees assigned to the Project Construction work force may be assigned in accordance with paragraph F. below.

- F. Employees may be assigned to this program through Article IV J4 for training during their progression period. (Linemen 3/C may be assigned for up to six consecutive months of their 18 month progression period and Service Worker B for up to 12 consecutive months during their last 18 months in progression.) These employees shall be assigned for a minimum of 40 hours/week and will conform to the work schedule of the Project Construction Crew and all other conditions of this Project Construction Agreement. Any employees who held the classifications of Lineman/Linewoman 2/C or Service Worker B on May 1, 2003 are grandfathered and exempt from assignment to this program under Article IV.J.4.; provided, however, any such employee may enter this program through a temporary posting through post and bid.**
- G. The provisions of 1977-20 do not apply to the Project Construction Program. No employees assigned to the Project Construction Program will be included in the percentage calculation provided for in 1977-20 nor will any employee assigned to the Project Construction Program be classified as a Rover while in said program.**
- H. For the purpose of job site reporting, projects must have a duration minimum of 3 consecutive days and also have an estimated completion date.**
- I. Prior to initiation of each job site reporting assignment, the Company will provide a field office including communication facilities, heat, sanitary facilities and drinking water for the assigned employees. Sufficient space will be provided for off-road parking for Company and personal vehicles.**
- J. Mobilization and de-mobilization will be done on Company time.**
- K. Prior to beginning each job site reporting assignment, affected employees will receive a minimum of 3 working days notice of their assignment. Swaps between employees of the same classification will be allowed. Employees reporting a "swap" must do so within two (2) working days of notification of a new job assignment. Swaps between employees are confined to employees assigned to the same headquarters. Swaps shall be for the duration of the job assignment. Any exceptions or changes to swap arrangements will be subject to management approval.**

- L. Employees who are directed to report directly to a job site or to an alternate headquarters will receive the payments outlined below based on the assignment. The flat amounts shown will be paid as additional wages (i.e. taxes will be taken out).

Effective May 1, 2003:

<u>Miles from Permanent Headquarters</u>	<u>Daily Payment</u>
0 to 10 miles	\$ 6 plus mileage & tolls
Greater than 10.0 to 15miles	\$ 12 plus mileage & tolls
Greater than 15.0 to 20 miles	\$ 18 plus mileage & tolls
Greater than 20.0 to 25 miles	\$ 25 plus mileage & tolls
Greater than 25.0 miles	Article V G

Effective May 1, 2005:

<u>Miles from Permanent Headquarters</u>	<u>Daily Payment</u>
0 to 10 miles	\$ 7 plus mileage & tolls
Greater than 10.0 to 15miles	\$ 14 plus mileage & tolls
Greater than 15.0 to 20 miles	\$ 21 plus mileage & tolls
Greater than 20.0 to 25 miles	\$ 28 plus mileage & tolls
Greater than 25.0 miles	Article V G

- M. When required to report to a job site or alternate headquarters, pursuant to this program, the employee will be reimbursed for travel costs related to any additional tolls and any additional mileage from the employee's home to the designated job site or alternate headquarters in excess of the mileage from his/her home to his/her permanent headquarters. Mileage payments will be made in accordance with Article V P of the Labor Agreement.
- N. The Project Construction Crew work week will consist of four (4) consecutive ten (10) hour days between the hours of 6:00am and 6:00 pm, Monday through Friday, with one-half (1/2) hour allotted for a lunch period between 11:00 am and 1:30 pm. After ten (10) hours in a regular workday, or forty (40) hours in a regular workweek at the straight time rate, overtime shall be paid. Employees in progression who are scheduled for progression training schools while working with the Project Construction Crews, with 72 hour notice, may have their work schedule changed to five (5) consecutive eight (8) hour days.
- O. Commencing with the pay period beginning the Sunday before Thanksgiving and continuing through the pay period ending the second Saturday of January, the Project Construction Crews may be scheduled to work five (5) consecutive eight (8) hour days Monday through Friday

each week in accordance with Article III A. 2 of the Labor Agreement.

- P. Overtime meals for the employees assigned to the Project Construction Program will be provided in accordance with the provisions of Article V. H. of the Labor Agreement.
- Q. During the period from the commencement of the program through March 31, 2005, the Project Construction Crews working on particular projects will develop and perform mutually agreed upon work plans to be followed during rainy and inclement weather. On or before April 15, 2005, Local 320 will advise the Company with respect to whether or not the Union members of the Project Construction Crews have approved the continuing use of such work plans for the term of the Labor Agreement. If the Union members of a Project Construction Crew working on a project believe that a task is beyond the scope of the mutually agreed upon work plan, the task under the current weather circumstances will be suspended.
- R. Employees assigned to the Project Construction Program will be on their own callout and scheduled overtime lists in their permanent Headquarters. All assigned employees will be exempt from the 20% response requirement of the Callout Response Program. These employees will be subject to all other terms and conditions of the Callout Response Program. An employee working in a Project Construction Crew will only be called after the respective (like type classification) callout list in his/her permanent Headquarters has been exhausted. All employees in this program will be considered for participation in requests for mutual aid in the same manner as all other Company employees with like type classifications.
- S. When employees are working a 10-hour workweek and a Company observed holiday falls during such a workweek, the affected employees will be paid 10 hours (straight time) for the observed holiday. When working a Monday through Thursday schedule and an observed holiday falls on a Friday; the Project Construction Crews will observe the holiday on Thursday of the same week. When working a Tuesday through Friday schedule and an observed holiday falls on a Monday the Project Construction Crew will observe the holiday on Tuesday of the same week. This paragraph does not apply to Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas and New

Years Day Holidays when the workweek during such Holidays is five (5) consecutive eight (8) hour workdays Monday through Friday. Holiday pay for workweeks consisting of five (5) consecutive eight (8) hour workdays shall be eight (8) hour (straight time) pay.

- T. Vacation, personal and sick time will be accrued, used and accounted for on an hourly basis.
- U. It is the Company's intent to commence this program on or after January 1, 2004 but no later than March 31, 2004. This program is for the term of the Labor Agreement.
- V.
 - a. The Company shall post no later than June 1, 2004 for an additional 10 Linemen/Linewomen 3/C in progression to Service Worker A. If there are not enough internal candidates, the Company will fill the vacancies from outside the Company. If any one or more of these additional 10 Linemen/Linewomen 3/C leave the position prior to nine months in the position, the Company will fill each such vacancy within twelve months from the date when the position was vacated.
 - b. If the Company decides to continue this Project Construction Program beyond June 1, 2005, the Company shall post no later than June 1, 2005 for an additional 10 Linemen/Linewomen 3/C in progression to Service Worker A. If there are not enough internal candidates, the Company will fill the vacancies from outside the Company. If any one or more of these additional 10 Linemen/Linewomen 3/C leave the position prior to nine months in the position, the Company will fill each such vacancy within twelve months from the date when the position was vacated.
 - c. If the Company decides to continue this Project Construction Program beyond June 1, 2005, the Company shall post no later than June 1, 2006, or no later than the date which is fifteen days prior to the *expiration of this Labor Agreement, whichever date is earlier*, for an additional 10 Linemen/Linewomen 3/C in progression to Service Worker A. If there are not enough internal candidates the Company will fill the vacancies from outside the Company. If any one or more of these additional 10 Linemen/Linewomen 3/C leave the position prior to nine months in the position, the Company will post to fill each such vacancy or vacancies within twelve months from the date when the position was vacated.

- W. If the Company intends to assign a construction project to the Project Construction work force outside of the Company's franchise territory, it shall first meet with Local 320 to review and fully discuss the Company's intent.**
- X. Any reference to staffing contained within the Project Construction Program does not represent an agreement for permanent staffing.**

I.B.E.W. JOINT BARGAINING COMMITTEE

**Mr. Peter P. Barber Jr.
Mr. John J. Barki, III
Mr. Joseph M. Bunt
Mr. Michael J. DeAngelo
Ms. Mary E. Decker
Mr. Michael J. Englishby
Mr. John F. Fiore
Ms. Vicki E. Gaetano
Mr. John Grillo
Mr. Eric S. Holsopple
Mr. Lee F. Hoyt
Ms. Maryann R. Johns
Mr. John P. Kaiser
Mr. Graham E. Kelder
Mr. Charles F. Lauria
Mr. Frank A. Maher
Ms. Monica G. Maher
Mr. James P. Malloy
Ms. Carol A. Naselow
Mr. Dominick R. Padavano
Ms. Margaret R. Sauter**

Our Safety Creed

Our Duty is to
Plan and Perform
Every Job Safely

"No job is done well unless it is
done safely."



A handwritten signature in black ink, appearing to read "Robert H. Affini".

Chairman and Chief Executive Officer

A handwritten signature in black ink, appearing to read "C. E. Meyer".

President and Chief Operating Officer



CH Energy Group, Inc.

Central Hudson Gas & Electric Corporation

An Equal Opportunity Employer



AFL-CIO and CFL

Safety Is Everybody's Business